

2021-2022 Nita M. Lowey 21st Century Community Learning Centers (CCLC), Cycle 11, Year 1 Competitive Grant Application: Due 11:59 p.m. CT, January 07, 2021

| NOGA ID | Application stamp-in date and time |
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| TEA will only accept grant application documents by email, including competitive grant applications and amendments. Submit grant applications and amendments as follows: | |
| Competitive grant applications and amendments to competitivegrants@tea.texas.gov | |
| | |
| Authorizing legislation: Public Law 114-95, Elementary and Secondary Education Authorizing legislation: Every Student Succeeds Act, Title IV, Part B (20 U.S.C. 71 | |
| Grant period: From 07/01/2021 to 07/31/2022 Pre-award costs: ARE N | OT permitted for this grant |
| Required attachments: Refer to the program guidelines for a description of any rec | quired attachments. |
| Amendment Number | |
| Amendment number (For amendments only; enter N/A when completing this form to | apply for grant funds): |
| 1. Applicant Information | |
| Name of organization The Promesa Public Schools Inc. | |
| Campus name East Austin College Prep CDN 227824 Vendor ID 261609474 | ESC 13 DUNS 015077978 |
| Address 5800 E. MLK Jr. Blvd. City Austin ZIP 7 | 8721 Phone 5122875050 |
| Primary Contact Dr. Salvador Cavazos Email scavazos@eaprep.org | Phone 5122875050 |
| Secondary Contact Anna Herrera Email annah@promesaps.org | Phone 5129929575 |
| 2. Certification and Incorporation | |
| I understand that this application constitutes an offer and, if accepted by TEA or rener a binding agreement. I hereby certify that the information contained in this application correct and that the organization named above has authorized me as its representative a legally binding contractual agreement. I certify that any ensuing program and activity accordance and compliance with all applicable federal and state laws and regulations. I further certify my acceptance of the requirements conveyed in the following portions applicable, and that these documents are incorporated by reference as part of the grant and that these documents are incorporated by reference as part of the grant and the state of the grant and that these documents are incorporated by reference as part of the grant and the state of the grant and the sta | is, to the best of my knowledge, we to obligate this organization in my will be conducted in s. of the grant application, as |
| Grant Award (NOGA): ☐ Grant application, guidelines, and instructions ☐ General Provisions and Assurances ☐ Application-Specific Provisions and Assurances ☐ ESSA Provisions and Assurances | ension Certification Assurances requirements |
| Authorized Official Name Dr. Sal Cavazos Title Superintenden Email scavazo | s@eaprep.org |
| Phone 5122875050 Signature | Date 12 /18/202 |
| Grant Writer Name Aleah Ruiz Signature Aleah Ruiz | Date 12/18/20 |
| Grant writer is an employee of the applicant organization. C Grant writer is not an emp | Noyee of the applicant organization. |
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| RFA/SAS # 701-21-102 2021-2022 Nita M. Lowey 21st CCLC Cycle 11 | Page 1 of 1 |

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| 3. Shared Services Arrangements | |
| Shared services arrangements (SSAs) are period of the control of t | |
| The LEA or ESC submitting this applice enter into a written SSA agreement de understand that the "Shared Services" | ation is the fiscal agent of a planned SSA. All participating agencies will scribing the fiscal agent and SSA member responsibilities. All participants Arrangement Attachment" must be completed and signed by all SSA e the 80% reserve on the NOGA is lifted. |
| 4. Identify/Address Needs | |
| List up to three quantifiable needs, as identi Describe your plan for addressing each nee | fied in your needs assessment, that these program funds will address. |
| Quantifiable Need | Plan for Addressing Need |
| Academic Needs | Academic Tutoring, Dual-Credit Tutoring, ACE Enrichment/ STEM Lab, Tutorias ESL, ACE Advisory, Art, Driver Education Course, and Senior Boot Camp. |
| Behavioral Needs | Life Skills Classes, Social Emotional Learning Activities, Art, Senior Boot Camp, Student Case Management, Leadership Opportunities, Group Counseling, Student Mentoring and Empowerment, Health and Wellness Activities, and Driver Education Course. |
| Family Needs | One-to One Parent Communication, Parent Informational Sessions- [Financial Literacy and Homework Help Workshops], Parent Educational and Enrichment Classes- [Fitness, Cooking, Computer and ESL, and Art Classes]. |
| 5. SMART Goal | |
| - · | nave identified for this program (a goal that is Specific, Measurable, elated to student outcome or consistent with the purpose of the grant. |
| measurable target by the end of each 6 week in school-day attendance by 96% or higher will participate in 2 or more academic enrich attendance sign-in sheets to promote acade school climate/culture will result in a 10% de reports by the end of the academic year; & secondary academic year; | ncrease their academic performance by 3% to meet the school's annual ek grading period; 2) After school students will demonstrate an increase for the Fall 2021 semester; 3) 100% of attending after school students ment activities during the Fall 2021 semester as measured by emic achievement during school-day learning; 4) Improvement in the ecrease of disciplinary referrals based on campus disciplinary data 5) Parental involvement in family engagement events will increase by 3% rent University attendance tracker to ensure family involvement. |
| 6. Measurable Progress | |
| Identify the benchmarks that you will use at t meeting the process and implementation gos First-Quarter Benchmark | the end of the first three grant quarters to measure progress toward als defined for the grant. |
| Student attendance- maintaining of 96% attendancy referrals- 10% decrease in reference and the state of the s | rrals per quarter. ve surveys showing satisfaction of students & staff at 90% or higher. |
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8. Measurable Progress (Cont.)

Second-Quarter Benchmark

Students will improve their academic performance on all core subject- 3% increase in student grade reporting. Student attendance- maintaining of 96% attendance or higher.

Disciplinary referrals- 10% decrease in referrals per quarter.

Improve School Climate & Culture- Qualitative surveys showing satisfaction of students & staff at 90% or higher. Increase Parental Involvement- 3% or higher per quarter.

Senior graduation progress- 100% of seniors will have graduated and accepted to a college/university.

Staff & Student Retention rates- student retention at 80% or higher & staff retention at 95% or higher.

Third-Quarter Benchmark

Students will improve their academic performance on all core subject- 3% increase in student grade reporting. Student attendance- maintaining of 96% attendance or higher.

Disciplinary referrals- 10% decrease in referrals per quarter.

Improve School Climate & Culture- Qualitative surveys showing satisfaction of students & staff at 90% or higher. Increase Parental Involvement- 3% or higher per guarter.

Staff & Student Retention rates- student retention at 80% or higher & staff retention at 95% or higher.

7. Project Evaluation and Modification

Describe how you will use project evaluation data to determine when and how to modify your program. If your benchmarks or summative SMART goals do not show progress, describe how you will use evaluation data to modify your program for sustainability.

The Project Director and EAPrep will work in partnership to monitor the goals and objectives in order to ensure efficient and effective program implementation. EAPrep's current control functions include on-going planning, staff supervision, financial accountability, communications, data collection, reporting, resource sharing, evaluation, and management of information. These processes ensure the delivery of accessible, quality, coordinated and culturally relevant services to those most in need. In order to meet goals and objectives, EAPrep staff, faculty and administration 1) meet regularly; 2) assess student, staff, parent, and faculty satisfaction quarterly through personal interviews, anonymous surveys, and focus groups; 3) monitor disciplinary and academic performance of students quarterly; and 4) continuously review campus and evaluation data in relation to achieving proposed outcomes. Professional external evaluation will be used bi-weekly with a debrief every other week including developing and editing evaluation reports as outlined in the Evaluation Focus below: mid year report, the state outcome student data file, and the final comprehensive annual evaluation report. If benchmark and summative review of SMART goals does not show progress, the Project Director and Staff will work with school administrators and other special programs to develop an action plan to address modifications to programming. EAPrep will leverage additional resources within the district, including federally funded U.S. Department of Education initiatives, to maximize high quality programming and service delivery. All resources will supplement, not supplant local, state, or federal expenditures or activities. EAPrep will further solicit the ongoing support of key partnering agencies in sustaining 21st Century Community Learning Centers (CCLC) programming and will seek grant support from local, federal, state, and private resources that may be utilized to sustain the program over time.

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| 8. Statutory/Program Assurances | |
| The following assurances apply to this grant programust comply with these assurances. | am. In order to meet the requirements of the grant, the grantee |
| Check each of the following boxes to indicate your | compliance. |
| | |
| | that is properly equipped and easily accessible. |

- In 2. The proposed program was developed, and will be carried out, in active collaboration with the schools that participating students attend, including through the sharing of relevant data among the schools, all participants of the eligible entity, and any partnership entities in compliance with applicable laws relating to privacy and confidentiality and in alignment with the challenging state academic standards and any local academic standards.
- ☑ 3. The program will target students who primarily attend schools eligible for schoolwide programs under ESEA as amended, Section 1114 and the families of such students.
- ☑ 4. Applicants that receive priority points for serving: 1) students in schools implementing comprehensive support and improvement activities or targeted support and improvement activities under ESEA as amended, Section 1111(d) and other schools determined by the local education agency to be in need of intervention and support and 2) students who may be at risk for academic failure, dropping out of school, involvement in criminal or delinquent activities or who lack strong positive role models assure that they will target these students.
- ∑ 5. The applicant provides assurance that program services and activities to be funded from this grant will be supplementary to existing services and activities and will not be used for any services or activities required by state law, State Board of Education rules, or local policy. Funds will be used to increase the level of state, local, and other non-federal funds that would, in the absence of funds under this part, be made available for programs and activities authorized under this part, and in no case, supplant federal, state, local, or non-federal funds.
- ☑ 7. The applicant provides assurance that the application does not contain any information that would be protected
 by the Family Educational Rights and Privacy Act (FERPA) from general release to the public.
- ⋈ 8. The applicant provides assurance to adhere to all Statutory Requirements, TEA Program Requirements, and Performance Measures, as noted in the 2021-2022 Nita M. Lowey 21st Century Community Learning Centers (CCLC), Cycle 11, Year 1 Program Guidelines, and shall provide the Texas Education Agency, upon request, any performance data necessary to assess the success of the grant program.

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9. Statutory/Program Requirements

- 1. Applicants are required to evaluate community needs and resources and describe the results, including the resources available in the community, and how the program strategies and activities proposed to be carried out in the center(s) will address the identified needs of students and their families. In alignment with the information provided in the application, *Part I: Identify Address Needs*, please provide the following information related to needs assessment.
- a. Describe the needs assessment process, center-level needs assessment process, multiple sources of data used, and stakeholder feedback that occurred for this grant application.
- b. Describe the results including the student population deemed "most in need" for each campus proposed to be served and provide the estimated number of students that meet the need-based criteria, including the percent of eligible students at the campus that the program plans to serve.
- c. Describe the plan for how the center will continually assess and recruit the students most in need and how the plan addresses the needs of working families.
- 1a. The needs assessment process for EAPrep and the project rely on review of local level data as well as qualitative feedback from all project stakeholders. The local level data that is reviewed include student grades for each cycle, school attendance data, state assessments, behavior and disciplinary reports as well as student, staff and family survey results. Additionally we review accountability ratings and Campus Improvement Plans that includes a campus based needs assessment. We also identify gaps in services provided to our community of students and families to understand the populations needs and how to best build programming plans. Qualitative data is also gathered from all stakeholders to inform the needs assessment for the project and help identify areas of highest concern. This qualitative data is gathered from stakeholder feedback through survey analysis as well as formal and informal meetings with students, staff, parents and project partners. A campus and community needs assessment indicated the five highest priority "identified needs" are 1) Improve academic performance; 2) Improve college, career and military readiness; 3) Improve English language proficiency of English language learners; 4) Increase mental health and wellness awareness; and 5) Increase parent and community involvement.
- 1b. EAPrep is a Title I school which serves a predominately economically disadvantaged population. This area serves a high percentage of Hispanic, African American, Black limited English Proficient (LEP), low-income, and under-educated residents. Poverty, racial disparities, low-educational attainment, high dropout and teen pregnancy rates, limited resources and violence are common in this area. In turn, all of our 300 7th-12th grade students at EAPrep are deemed "most in need" to be served and are eligible to receive programming. The project seeks to improve academic achievement and support overall student, family and community development through innovative research-based OST activities and services that will serve 150 total annual regular students(grades 7-12) and 100 adults (parents and families of participating students).
- 1c. The Project will continually assess the students by reviewing cycle grades, attendance reports, teacher feedback and students' interest in the after school project. To recruit for the center, information will be disseminated to our school community social media platforms such as Facebook, Instagram and our school website. Parent notification letters that outline the program goals will be sent out to continue the recruitment of new students who are identified in most need of academic assistance. Additionally, the Project staff will personally reach out to guardians of targeted students via phone call. Programming that is geared to engage students will be introduced or maintained in the event that we already offer the activity. The Project will be showcased at all school events such as annual Back to School event, Report Card Night and EAPrep extra -curricular events. The Project will offer after school programming for students until 7:00 pm Monday-Thursday which will enable working families to perform their job duties after the traditional school day. The extended school day supported through the Project is a huge asset to the community we serve as many of our families have more than one job and would not otherwise be able to support both their families and working duties.

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9. Statutory/Program Requirements (Cont.)

2. Programs must help students meet academic standards as defined by the measures of effectiveness (i.e., growth in state assessment, improved GPA, increased school day attendance, improved school day behavior, and increased student engagement in learning) listed in the Purpose of Program section of this RFA. (See Program Guidelines) Describe how the proposed program design will positively impact this set of measures at the grant and center levels. Provide data and SMART goals describing the expected estimated impact over time on one or more measure.

Project goals include the following:

- 1) Students participating in the Project will increase their academic performance by 3% to meet the school's annual measurable target by the end of each 6 week grading period; 2) After school students will demonstrate an increase in school-day attendance by 96% or higher for the Fall 2021 semester; 3) 100% of attending after school students will participate in 2 or more academic enrichment activities during the Fall 2021 semester as measured by attendance sign-in sheets to promote academic achievement during school-day learning; 4) Improvement in the school climate/culture will result in a 10% decrease of disciplinary referrals based on campus disciplinary data reports by the end of the academic year; & 5) Parental involvement in family engagement events will increase by 3% or higher per quarter as identified by the Parent University attendance tracker to ensure family involvement. Long-term outcome goals include the following:
- 1) By the end of the academic year 2020-2021, 100 % of the 12th grade senior will be eligible to graduate; 2) By the end of the academic year 2020-2021, 75% of limited English proficient students will increase a minimum of one proficiency level on each of the language domain of the TELPAS; 3) 100 % of faculty, staff, and students will contribute to a safe and positive school culture and climate leading to less need for remediation and more student success; & 4) By the end of the academic year 2020-2021 students will engage on at least 3 SEL program activities per semester.

To ensure that Project tutorial support and instruction meets the needs of students, EAPrep will make certain that supplemental student support programs are aligned with current school programming. The Project staff will work with the EAPrep Secondary School Principal to ensure that all activities and evidence-based practices compliment and are appropriately aligned with current school programming. Prior to implementing new out-of-school research based activities and curriculum, the Project staff will meet with key school staff (administrators, faculty and staff) to ensure that activities appropriately: 1) incorporate TEKS and address STAAR focus areas and student academic achievement standards; 2) improve participant attendance toward performance goals and outcomes for regular attendees 3) align with current classroom activities; 4) address the behavioral needs of students; 5) provide targeted activities to reach ELLs that align with and connect the Texas English Language Proficiency Standards (ELPS) and Texas English Language Proficiency Assessment System (TELPAS); and 6) engage families in out-of-school learning. Additionally, school teachers will be encouraged to provide constant feedback and recommendations to the Project staff through routine communication, student progress reports/notes, and staff surveys. Students needing more individualized attention, as identified by teachers, parents, and/or Project staff, will have opportunities to participate in both small group and individualized (one-on-one) learning and homework support provided by experienced tutors and/or highly qualified teachers. With the use of highly qualified teachers, instruction in prescriptive tutorial groups will be adapted to meet the individual gaps in student learning through the use of various strategies such as remediation, the use of manipulative's and technology based resources, project-based learning, re-teaching, and connection to real world situations. As needed, activities will be re-designed using SMART goals to address the student's identified needs or gaps in learning. Implementation of 5E model of guided instruction will also be utilized to actively engage students in Project activities and services. Small groups of students will participate in prescriptive activities targeted to address shared deficiencies or gaps in learning. As students achieve success by mastering targeted concepts and skills, activities will then be re-evaluated and new SMART goals will be created to target other gaps in learning and in order to assist students in the achievement of positive outcomes. Students' selfperceived need will be addressed by ensuring that student voice and choice is a central component of activity development and lesson planning.

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9. Statutory/Program Requirements (Cont.)

3. Describe the proposed program activities and how they are expected to improve student academic achievement and overall student success. Include a plan for how the center-level programs will coordinate with the regular school day to address student needs and integrate program activities with the curricular program of the campus. Address activity oversight and how the program will ensure that activities are engaging for students.

The Project is specifically designed to support students in grades 7th - 12th who are identified most in need of academic assistance and will provide a wide range of after-school activities that are both academically and enrichment focused. The identified students will have access to supplemental afterschool, weekend, and summer academic support programs including innovative learning opportunities that incorporate research-based curricula and interventions. To ensure and achieve student's academic success and the engagement of participants, the Project aligns with the Texas Essential Knowledge and Skills (TEKS) and the State of Texas Assessment of Academic Readiness (STAAR). The Project will continuously provide students and families with services that target the expressed needs and goals. Regarding academic support, students will participate in academic assistance activities and services during OST and weekend workshops, prospective tutoring and homework assistance. Students with limited English proficiency skills will receive TELPAS focused academic assistance combined with enrichment activities that aligned with the campus curriculum. The Project will offer students and families OST enrichment programs and constructive activities that allow opportunities to build-self confidence and build healthy relationships. The proposed enrichment activities and services include fitness, health, dance, theatre, photography, art, sports, leadership, social emotional learning (SEL) and language development activities. The enrichment activities will be aligned with the school day curriculum supporting student learning and reducing achievement gaps utilizing project-based teaching strategies and highly qualified teachers. Additionally, students will also participate in workforce opportunities including innovative college, career and military readiness (CCMR) activities and services to help improve promotion and graduation rates. These CCMR activities include but are not limited to Senior Boot Camp sessions, SAT/ACT Prep, College Field Trips and Financial Planning. To ensure parents and families are engaging in their student academic achievement, the Project will provide services and activities that provide engagement opportunities for parents and families to connect with the school.

To ensure the alignment with the regular school day to address students needs and integrate the appropriate program activities the project director will ensure effective Principal involvement and will coordinate pre and post meetings with school administrators and stakeholders along with weekly campus alignment meetings.

Program oversight is a key piece of the Project maintenance and helps to make sure activities are engaging and both meet students needs and student/family requests for programming. Program oversight is used to review data and program participant feedback to make sure Project goals and benchmarks are being met and are on track for quarterly targets. Key oversight activities include weekly, monthly and quarterly Project staff meetings, weekly meetings with school administration and support staff, bi-weekly parent engagement team meetings, as well as at least monthly meetings with an external evaluator to track and monitor progress. Additionally, survey feedback is used to oversee all Project activities and support the initiatives review of which programming will be used moving forward. Texas ACE Quality Assurance Process (QAP) monitoring is also followed and submitted in the Fall, Winter and Spring and is aligned with the Texas ACE Blueprint to be able to implement programming with fidelity in order to have high-quality, sustainable programs. Texas ACE Quality Assurance Process (QAP) helps to ensure that the Project is in compliance with the grant requirements and that we continue to improve programs. Through a transparent process of aligned quality assurance tools, we are able to actively engage in a cycle of continuous improvement that results in optimal Texas ACE programming.

Required and elective professional development opportunities are also used to enhance and support programming and quality assurance goals. The Project maintains a yearly professional development calendar for center staff to be able to implement with fidelity in order to have high-quality, sustainable programs.

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9. Statutory/Program Requirements (Cont.)

4. Describe the planned partnership between the applicant and the proposed eligible partner organization. Include how the partnership will contribute to achieving stated objectives and sustaining the program over time. Check the box if applying for priority points for such a partnership. To receive priority points, the applicant must provide information that demonstrates the activities proposed in the application are, as of the date of the submission of the application, not accessible to students who would be served; or that it would expand access to high-quality services available in the community.

TEA will provide the same priority to an application submitted by a local education agency (LEA) if the LEA demonstrates that it is unable to partner with a community-based organization in reasonable geographic proximity and of sufficient quality to meet the requirements of this grant. Check the box if applying for priority points under this special rule. If this box is checked, provide clear relevant evidence that the LEA is unable to partner with a community-based organization in reasonable geographic proximity and of sufficient quality to meet the requirements.

This applicant is part of a planned partnership

The applicant is unable to partner

East Austin College Prep- Promesa Public Schools is an innovative, tuition free public school open to Pre-K – 12th graders in Austin and surrounding areas. EAPrep is the realization of a long-standing dream to have a community school located right in the heart of the Govalle/Johnston Terrace neighborhood. The EAPrep mission is to provide a rigorous college prep curriculum to prepare our students for graduation, and ultimately success in college and their chosen careers. East Austin College Prep is committed to the belief that each student can reach his/her highest potential for intellectual, emotional and physical growth. To achieve this, a partnership is needed among parents, students, teachers and administrators as well as special programs that support our students, families and staff. The rich partnership that has been developed between EAPrep and the project supports these goals of providing enrichment to our students so that they have every opportunity to be the best they can be. The project, in partnership with the East Austin College Prep Secondary campus, Upward Bound, Austin Community College and The University of Texas at Austin, offers academically driven programming in an afterschool program for 7th-12th grade students and their families. Not just your typical afterschool program, we are breaking the mold by offering exciting activities with an intense focus on academics and education. The partnership between EAPrep, Upward Bound, Austin Community College, The University of Texas at Austin, and the Project will contribute to achieving grant objectives through a coordinated effort to enhance service provisions for students and families, increase programming and offerings that support academic and social emotional growth of students, as well as provide extended opportunities for students to deepen their learning efforts after the school day has ended. During the design and conceptualization of this after-school enrichment program Promesa LEA, EAPrep, and partners developed plans to leverage and coordinate resources in support of the program throughout the life of the grant. EAPrep and partners will bring multiple resources to the program (at no cost to the grant) which can be leveraged including, but not limited to, use of facilities and utilities, administrative and organizational support, staff time, educational resources, etc. Additionally, partners are strategically selected for their expertise and experience that increase the capacity of the program to continue offering services to students and that can be leveraged to support programming into the future. The Project will also collaborate with the following local organizations in service delivery: 4ATX Foundation Austin FC, Boys and Girls Club, Destination Imagination, Foundations Inc., H-E-B, HiMac Center for Creative Thinking, Integral Care, Just Keep Livin Foundation, Life Kido, Michelle McNeil- Group Fitness, National Driver Training, National Hispanic Institute, Project CARE, Project MALES, Region 12 and 13 Education Service Centers, Starbucks, Susan G. Komen for the Cure, Upward Bound, YMCA. These partners deliver engaging academic, socio-emotional learning and social resiliency, behavioral and social skills development, youth development/leadership training, CCMR, family and parent support and engagement and enrichment programs and will support the Project efforts to increase academic achievement levels of target students while improving their behavior, attendance, promotion, and graduation rates. The Project will enlist the support of these organizations for their resources and expertise in delivering innovative and research-based programming.

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9. Statutory/Program Requirements (Cont.)

5. Explain how the program will apply best practices, including research- or evidence-based practices, to provide educational and related activities that will complement and enhance academic performance, achievement, postsecondary and workforce preparation, and positive youth development of the students.

The Project will offer intentional OST programming relevant to the needs of the specific center to enhance the knowledge gained from school-day instruction through tutorials and academic enrichment activities based on the TEKS. The Project will design programming frequency and duration adequately based on student needs to reach program Smart Goals and ensure sustained participation for positive student outcomes (Afterschool Alliance, 2015). The Project will promote student's SEL skills and offer engaging programming based on interests allowing students to express themselves freely and perfect their talents and/or explore new talents in a safe space. The Project will hire intentional staff and offer training to enhance the teacher-student relationship which leads to positive youth development for students (Hurd, Noelle, & Deutsch, 2017). The Project will create cohorts for middle school to drive the student-teacher relationship and offer tutorials to ease the transition into high school (Allensworth, 2013). The Project will collaborate with the college-readiness program and school day staff to devise relevant workshops and develop a senior Bootcamp to track progress for graduation and college acceptance (Ciechanowski, et al., 2015). This summary shows high-quality afterschool programs positively influence measures of student academic achievement as well as impacting the behavior and discipline of students and alleviating parents' concerns about the safety of their children (Afterschool Alliance 2015). The book, Expanding Minds and Opportunities: Leveraging the Power of Afterschool and Summer Learning for Student Success demonstrates through a compilation of research and practice the affective influence of quality OST programming on students, families, schools and communities (Peterson, ed. 2013). One of the articles in this edited volume by Nafziger & Ferguson focuses on Texas ACE programs and the positive impact of these centers on participating student performance. The research demonstrates participation in an ACE program for students in grades 9-10 was associated with higher scores in ELAR and math on the TAKS (Nafziger & Ferguson, 2013). Furthermore, the research argues program quality makes a significant difference in the success of community learning centers (Nafziger & Ferguson, 2013).

6. Describe the transportation needs of participating students and how those needs will be addressed. Specifically describe how students participating in the program will travel safely to and from each center and home.

| Project and all school bastransportation is not need | sed activities and prog | gramming. Additio | nally, based on o | ur needs assessme | nt Project |
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9. Statutory/Program Requirements (Cont.)

7. If awarded, applicants must disseminate information about the community learning center, including its location, to the community in a manner that is understandable and accessible. Please describe the applicant's plan to inform the community about the center and participating in the program.

Information concerning the program, if awarded, will be posted on the following accounts: EAPrep school website (www.eaprep.org), EAPrep Social media accounts Facebook (www.facebook/eaprep), Instagram and Letter to Stakeholders. Additionally, the school will plan to make an automated telephone call to send to the families of students registered at the grantee institution. The Project will create a flyer describing the benefits of registering students into this program as well as time/location and program eligibility which will be distributed for the annual EAPrep Back-to-School Fair (August 2021) prior to the start of the academic school year. The project will have a booth where they can introduce their program offerings as well as register students on the spot. The registration link will be accessible online as well as in print located at the school building. All text and communication materials will be available in English and Spanish as well as photos in their flyers to illustrate the program offerings. Stakeholders will be requested to actively support program awareness throughout the community by participating in a marketing and outreach campaign. Partners will be asked to assist in fundraising efforts and community outreach initiatives by disseminating newly developed Project marketing materials. Stakeholders will promote the program throughout the community through a variety of measures including: direct mail to families of students; advertisements via various social media outlets (partner websites, Instagram, Facebook, etc.) and through local newspapers; presentations at meetings of community and partner organizations; door-to-door canvassing of neighborhoods; information booths at community events, recreation centers, and sports complexes; and Open House sessions in which interested families can visit the school and meet students and teachers. Stakeholders will also be asked to provide in-kind support through services (as possible) and will also be enlisted to support the evaluation of program effectiveness by visiting the program and providing regular feedback and suggestions for improvements.

8. Demonstrate how the proposed program will coordinate federal, state, and local programs and make the most effective use of public resources at each campus served. If applying for Program Priority 1- Program Integration, include a description of how the grant program will integrate with other TEA or local initiatives designed to increase specific academic student outcomes. Use data to explain how the program will realistically impact short- and longterm goals for student academic achievement.

The Project will work in conjunction with all school related federal, state and local programs to make use of all public resources available at the campus. This includes federal ESSA and Title funds as well as school awarded federal, state and local resources. Some of these federal and state programs include, Project CARE, Upward Bound and RISE. Project CARE is a group of social workers, school leaders and teachers who are a part of the Student Support Services Department at EAPrep. The goal of Project CARE is to provide support for students, staff, families, and the community so they can empower our students to be their best selves and be successful in school and in life. Program services includes prevention, intervention, transition and follow-up services for students and families at EAPrep. Direct services are provided by means such as education, counseling, consultation and individual and group assessment. The Project collaborates directly with Project CARE staff on programming to ensure wraparound service provision across programs. Upward Bound, a federal grant to promote College Readiness, provides fundamental support to participants in their preparation for college entrance. The program provides opportunities for participants to succeed in their precollege performance and ultimately in their higher education pursuits. The Project will assist Upward Bound with test preparation, college readiness skills, financial literacy and dual credit tutoring. This partnership will enable the students who are participating in the Upward Bound program to receive after school tutoring and mentorship from the Project team. Members of the RISE grant team afforded to EAPrep by the Department of Education will work closely with the Project to ensure students have access to a robust collection of literacy resources after school and provide opportunities for families and students to participate in Saturday and after school programming to improve academic success. All of these programs work together as a collective to provide a wraparound approach for holistic support of all students. The project's goals and objectives are aligned to ensure program integration and increase student and family outcomes.

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| Adjustments on this page have been confirmed with | by | of TEA by phone / fax / email on | |

| CDN 227824 Vendor ID 261609474 | Amendment # |
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| 9. Statutory/Program Requirements (C | ont.) |
| | community learning center will continue after funding under this grant by this grant will assist the program in local sustainability efforts. |
| particularly when the programs directly affect impoverished community. EAPrep is commind this Project and all programming. As such sustainability for this initiative and will contine EAPrep, the Project and partners will work wastainability plans that address unique local will achieve sustainability. EAPrep in collaboration continuously drive this program and that the and local residents in this area. Parents, but invited to participate in program planning and sustainability plans. Efforts to gather feedba | importance of sustaining effective and much needed programs — ct the emotional and academic success and futures of the children in this litted to the timely implementation and ongoing successful maintenance in, EAPrep and partners have already worked to initiate plans of program nue to execute sustainability plans upon contract award. To ensure this with service providers and community stakeholders to develop all needs, consider local resources, and demonstrate how this program oration with the Project will ensure that the community needs a community is aware of program benefits and contributions to students siness representatives, service providers, and residents will also be not evaluation to provide continuous feedback and inform operations and ack and maintain a strong partnership with all stakeholders will be well as increase program quality and visibility. |
| describe how the program will encourage ar Explain the policy for screening and placing | n activities carried out through the community learning center(s), and use appropriately qualified persons to serve as the volunteers. volunteers. If the entity does not plan to use volunteers, please indicate use volunteers will not lower review scores) |
| The Project does not plan to use volunteers | at the community learning center to carry out activities for programming. |
| | |
| | |
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Amendment #

9. Statutory/Program Requirements (Cont.)

11. The level of attendance in the program (i.e., dosage) is correlated with certain positive student outcomes. Describe the program's strategies for recruiting and retaining students in the program over time. Provide SMART goals specifically related to student attendance targets and dosage for a typical school year (fall, spring) and separately for summer.

The Project's recruitment plan will target students based on students needs as outlined in the needs assessment. To retain and recruit student and family participation in programming, the Project will work with campus administration and stakeholders to provide a positive environment for student learning, maintain meaningful relationships, and a strong and open communication policy with student families as well as conduct frequent checkins to assess student's progress. The student/family need assessment implemented each semester provides the Project with qualitative feedback to aid and redesign programming based on needs. The collaboration with admin, other campus projects and stakeholders through weekly, monthly and quarterly meetings will assess the program's effectiveness and aid program revision as needed. The Project will hire qualified staff to ensure effective program facilitation and staff will participate in monthly training sessions with continuous observation to ensure quality student programming. The Project will also acknowledge accomplishments with engaging academic enrichment programs so students are motivated to participate in the program activities. Lastly, the project will invite families to participate in their student learning through workshops and monthly family engagement sessions to promote family involvement. SMART Goal for School year: 75% of EAPrep students who have failed at least one course per end of grading period will register for OST programming. Of those targeted students, two thirds of the students will participate in Academic Tutoring for 76-100% of the designated sessions per semester (Fall and Spring), as noted in attendance reporting. SMART Goal for Summer: 80% of EAPrep students who have failed at least one course in their final grading cycle for grades 7th-12th will register for the Projects summer Jumpstart remediation program. Of those registered students, two thirds of students will attend 76-100% of the designated Jumpstart sessions by the end of the Summer session, as noted in the attendance report.

12. Describe how the center-level needs assessments informed the proposed center operations schedule and corresponding staffing and budget plans. Describe how the plan will help meet the measures of effectiveness and student service targets while maintaining center-level quality.

The campus advisory council (CAC) consisting of relevant school administrators and the district Superintendent will devise a center-level needs assessment. This needs assessment will be supplemented by qualitative data from surveys, formal and informal feedback from students, their families, and staff, and community needs assessment data based on student demographics. The CAC will review the data before the academic school year and identify the high need components to target when designing OST programming and identifying the operating scheduling times and staff to manage the Project. The operation plan of the Project will be managed through continuous monitoring, oversight from appropriate staff, feedback/assessment from students, families and staff, staff training, and other Project level data to assure program effectiveness. The Project Director (PD) will be a full-time position and will direct all aspects of planning, implementation, evaluation and grant compliance including coordination with school administrators, staff, and all stakeholders. The PD will oversee all staff, manage program logistics and coordinate a safety plan for program participants. The Project's Family Engagement Specialist (FES) will be a fulltime position and will support the needs of families and their students. The FES will be responsible for encouraging family involvement in their student's school-day learning and coordinate monthly family engagement opportunities and ongoing adult educational programs. To determine the total proposed budget, a number of questions were considered alongside the campus needs assessments: 1) Who is the target population; 2) How many students and families will be served; 3) What type of services will be provided; 4) What level of support is needed to ensure the program is of high quality and will result in the intended outcomes. Project staff and school administrators collaborated to develop a realistic budget to fund the proposed activities and services to achieve outcomes. The proposed total grant award is what was determined as being realistic and necessary to serve 150 students and 100 parents for 37 weeks during the fall and spring semesters, in addition to 10 Saturday events and/or workshops, and a 6-week academic support summer program.

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| CDN 227824 Vendor ID 261609474 | Ame | endment # | | |
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| 10. Equitable Access and Participation | | | | |
| groups that receive services funded by this The applicant assures that no barriers services funded by this grant. | whether any barriers exist to equitable access and particip grant. s exist to equitable access and participation for any groups participation for the following groups receiving services fun | receiving | | |
| Group | Barrier | | | |
| 11. PNP Equitable Services | the state of the s | The series | | |
| oroposed to be served by the centers in the Oroposed to be served by the centers in the | tion, stop here. You have completed the section. Proceed to | | | |
| ○Yes No | | | | |
| If you answered "No" to the preceding ques | tion, stop here. You have completed the section. Proceed to | o the next | | |
| Assurances | nd materials that do not require specific approval. | 11 Supplier et | | |
| Section 8501(c)(1), as applicable with al | | | | |
| The applicant assures the appropriate Affirmations of Consultation will be provided to the TEA Private Schools Ombudsman in the manner and timeline to be requested. | | | | |
| The applicant assures that the total grant award requested includes any funding necessary to serve eligible students from private nonprofit schools within the attendance area of the public schools to be served by the grant. | | | | |
| Equitable Services Calculation | | | | |
| 1. Total 21st CCLC program enrollment for | all centers | 220 | | |
| 2. Enrollment in 21st CCLC of students attending participating private schools | | | | |
| 3. Total 21st CCLC program and participating private school students (line 1 plus line 2) | | | | |
| 4. Total year 1 proposed grant budget for serving students in all centers 302,174 | | | | |
| 5. Applicant reservation for required staff payroll. | | | | |
| 5. Total grant amount for provision of ESSA PNP equitable services (line 4 minus line 5) 96,255 | | | | |
| 7. Per-pupil grantee amount for provision o | . Per-pupil grantee amount for provision of ESSA PNP equitable services (line 6 divided by line 3) | | | |
| | A PNP equitable services reservation (line 7 times line | 857 | | |
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| RFA/SAS # 701-21-102 20 | 21-2022 Nita M. Lowey 21st CCLC Cycle 11, Year 1 | Page 13 of 1! | | |

| CD | DN 227824 Vendor ID 261609474 | Amendment # | |
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| 12. | . Request for Grant Funds | | |
| buc neg | est all of the allowable grant-related activities for which you are requesting grant funds. Indudeted for each activity. Group similar activities and costs together under the appropriate gotiation, you will be required to budget your planned expenditures on a separate attach arroll Costs | te heading. During | |
| 1, | Academic/Instructional | \$31,460 | |
| 2. | Program Management and Administration | \$114,625 | |
| 3. | Substitute, Extra-Duty Pay, Benefit Costs | \$63,834 | |
| 4. | | | |
| 5. | | | |
| Pro | ofessional and Contracted Services | School gert By | |
| 6. | Evaluator | \$6,500 | |
| 7. | Programming Contractors/Vendors | \$42,500 | |
| 8. | Professional and contracted services that do not require specific approval. | \$1,800 | |
| 9. | | | |
| 10. |). | | |
| Sup | ipplies and Materials | WITH ON LONG DIRECTION CONFIN | |
| 11. | Supplies and materials that do not require specific approval. | \$16,969 | |
| 12. | | | |
| 13. | | | |
| 14. | | | |
| | her Operating Costs (1991-1991) when the bound of the control of t | The applicant desidue th | |
| | Out of state travel for employees. | \$1,700 | |
| | Educational Field Trips | \$3,000 | |
| 17. | | | |
| | pital Outlay | | |
| 18. | | | |
| 19. | | | |
| 20. | | | |
| | Direct and indirect administrati | ive costs: \$15,108 | |
| | | | |
| | TOTAL GRANT AWARD REQU | UESTED: \$302,172 | |
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| KF/ | A/SAS # 701-21-102 2021-2022 Nita M. Lowey 21st CCLC Cycle 11, Yea | r 1 Page 14 of 1 | |

| CDN 227824 Vendor ID 261609474 | Amendment # |
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| Appendix I: Negotiation and Amendments | |

Leave this section blank when completing the initial application for funding.

An amendment must be submitted when the program plan or budget is altered for the reasons described in the "When to Amend the Application" document posted on the Administering a Grant page of the TEA website and may be mailed OR faxed (not both). To fax: one copy of all sections pertinent to the amendment (including budget attachments), along with a completed and signed page 1, to either (512) 463-9811 or (512) 463-9564. To mail: three copies of all sections pertinent to the amendment (including budget attachments), along with a completed and signed page 1, to the address on page 1. More detailed amendment instructions can be found on the last page of the budget template.

You may duplicate this page.

For amendments, choose the section you wish to amend from the drop down menu on the left. In the text box on the right, describe the changes you are making and the reason for them.

Always work with the most recent negotiated or amended application. If you are requesting a revised budget, please

| include the budget attachments with your am Section Being Negotiated or Amended | Negotiated Change or Amendment |
|---|----------------------------------|
| Section being Negotiated of Amerided | Negotiated Change of Amendment |
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Center Operations Schedule

County-district number or vendor ID: 227824

Part 2: Center Overview Table

In the chart below, applicants must enter information on each of the proposed centers. Applicants must ensure that the center number entered in the chart below is the same as that used in the Center Operation charts that follows (Part 3).

| | | pelow is the same as that used in the Center Opera | | , | 1 | |
|-------------|---------------------------|--|------------------------|---|---|--|
| Center # | 9 Digit campus ID # | Name of Center/Host Site, Physical Address, City, ZIP, Program Contact Phone | # of Feeder Schools | Grade Levels Served (PK to 12) | Proposed "Regular" Student target to be served 30 or 45 days or more annually | Proposed Parent/Legal Guardian Target |
| 1 | 227824002 | The East Austin College Prep at MLK 5800 E Martin Luther King Jr. Blvd. Austin TX. 78721 Ph. Num. (512) 287-5050 | 1 | 7 th -12 th | 150 | 100 |
| 2 | | | | | | |
| 3 | | | | | | |
| 4 | | | | | | |
| 5 | | | | | | |
| 6 | | | | | | |
| 7 | | | | | | |
| 8 | | | | | | |
| 9 | | | | | | |
| 10 | | | | | | |

| | | 7 | Гехаѕ | | Program Year | | | | | | | | |
|---|---------------------------|---|--------------|-----------------------|--------------|-----------|------|-------------|-----------|-----------------------------------|--|--------------|----------------------------------|
| Ce | nter Ope | rations | s Sche | dule (| one p | er ce | ent | ter) | | | 2021-20 |)22 | |
| | pplicant will e | | | | • | | | - | nation | should b | e entered in | the sam | าe |
| | cluded in the | | | | | | | | | | T | | |
| Center 1 | 9 Digit campus ID # | Name of | Center/Fo | eeder Scl | hool, Phy | sical A | ddre | ess, City, | ZIP | Grade Levels Served | Proposed "Regular" Student Target | Paren Gua | osed t/Legal rdian rget |
| Center | 227824002 | The East A | Austin Colle | ge Prep at | MLK | | | | | 7 th -12 th | 150 | 100 | |
| Feeder | | | | | | | | | | | | | |
| Feeder | | | | | | | | | | | | | |
| Program (| Operations | | Sta | rt Date (| MM/DD/\ | Y): | Er | nd Date | (MM/D | D/YY): | Tota | al Weeks | 3 |
| Summer T | erm Jump S | tart (Must b | е | | | | | | | | | | |
| Fall Term | , | | 09/0 | 6/2021 | | | 12/ | 12/2021 | | | 13 weeks | | |
| Spring Ter | m | | 1/10 | /2022 | | | 05/ | 12/2022 | | 17 weeks | | | |
| Summer T | erm | | 06/1 | 06/13/2022 07/22/2022 | | | | | | | 6 weeks | | |
| Total numl | per of weeks | : | | | | | | | | | | | |
| | | | | | Center S | Sched | ule | | | | | | |
| Day of the Fall Term Spring Term Week | | | | | | | | | | | Summe | r Term | |
| | AM Start | AM End | PM Start | PM End | AM Start | AN End | | PM Start | PM End | AM Start | AM End | PM Start | PM End |
| Monday | | | 4:00 | 7:00 | | | | 4:00 | 7:00 | 8:30 | | | 3:30 |
| Tuesday | | | 4:00 | 7:00 | | | | 4:00 | 7:00 | 8:30 | | | 3:30 |
| Wednesda | ıy | | 4:00 | 7:00 | | | | 4:00 | 7:00 | 8:30 | | | 3:30 |
| Thursday | | | 4:00 | 7:00 | | | | 4:00 | 7:00 | 8:30 | | | 3:30 |
| Friday | | | | | | | | | | | | | |
| Saturday | 9:00 | | | 12:00 | 9:00 | | | | 12:00 |) | | | |
| Sunday | 40.1 | | 1 45 1 | | 40.1 | | | 1 451 | | 00.1 | | <u> </u> | <u> </u> |
| Total Hou Per Week | : week/ 1 | 5 hour per 12 hours per week; 15 hour per 28 hours per week week/ 1 week per month (includes Saturday institutes) | | | | | | | | | | | |
| Adjunct S applicable and full ad | e (site name | | | | | | | | | | | | |
| Special Schedules (i.e., Jump S Instruction, Events, Fiel | Start, Remote Saturday | | | | | | | | | | | | |
| Parent/Le Activities | gal Guardia | n | | | | | | | | | | | |

| | | T | exas A | | Program Year | | | | | | | | |
|---|---|---------------|-----------------------------|-----------|--------------|-----------|--------------|-----------|------------------|--------------------------------|-------------|----------------|--|
| Ce | nter Ope | | 2021-20 | 22 | | | | | | | | | |
| | rantee will en | | | he appro | oved Cen | ter. Cer | nter inform | ation | should be | entered in t | he same | order | |
| as include Center 2 | d in the appro | Name of | <i>Cation.</i> Center/Fe | eder Sch | nool. Phys | sical Add | Iress, City, | ZIP | Grade | Proposed | Prop | osed | |
| 20 | campus ID # | | | | , , | | ,,, | | Levels Served | "Regular" Student Target | | /Legal dian | |
| Center | | | | | | | | | | | | | |
| Feeder | | | | | | | | | | | | | |
| Feeder | | | | | | | | | | | | | |
| Program | Operations | | Stai | t Date (| MM/DD/Y | Y): [| End Date | (MM/E | DD/YY): | Tota | l Weeks | 3 | |
| Summer T | erm Jump St | tart (Must be | Э | | | | | | | | | | |
| Fall Term | NOGA) | | | | | | | | | | | | |
| Spring Te | rm | | | | | | | | | | | | |
| Summer Term | | | | | | | | | | | | | |
| Total num | Total number of weeks: | | | | | | | | | | | | |
| | Center Schedule | | | | | | | | | | | | |
| Day of the | е | Fall T | erm | | | Sprin | g Term | | | Summer | Term | | |
| | AM Start | AM End | PM Start | PM End | | | | PM End | | AM End | PM Start | PM End | |
| Monday | | | | | | | | | | | | | |
| Tuesday | | | | | | | | | | | | | |
| Wednesday Thursday | ay | | | | | | | | | | | | |
| Friday | | | | | | | | | | | | | |
| Saturday | | | | | | | | | | | | | |
| Sunday | | | | | | | | | | | | | |
| Total Hou Per Week | | | | | | | | | | | | | |
| applicable | Adjunct Sites, If applicable (site name and full address) | | | | | | | | | | | | |
| Special Schedule (i.e., Jump Instruction, Events, Fie | Start, Remote Saturday | | | | | | | | | | | | |
| Parent/Legal Guardian Activities | | | | | | | | | | | | | |

| | | Т | exas A | | Program Year | | | | | | | |
|---|---|---------------|-------------|-----------|--------------|----------|---------------|-----------|---------------------------|--|-------------------------------|----------------|
| Ce | nter Ope | rations | Sche | dule (| nter) | | | 2021-20 | 22 | | | |
| | rantee will en d in the appr | | | he appro | oved Cent | ter. Ce | enter inform | ation s | should be | entered in t | he same | order |
| Center 3 | 9 Digit campus ID # | Name of | Center/Fe | eder Scl | nool, Phys | sical Ad | ddress, City, | ZIP | Grade Levels Served | Proposed "Regular" Student Target | Prop Parent Guar Tar | /Legal dian |
| Center | | | | | | | | | | | | |
| Feeder | | | | | | | | | | | | |
| Feeder | | | | | | | | | | | | |
| Program | Operations | | Stai | rt Date (| MM/DD/Y | Y): | End Date | (MM/D | D/YY): | Tota | l Weeks | • |
| Summer T | erm Jump St | tart (Must be | • | | | | | | | | | |
| Fall Term | | | | | | | | | | | | |
| Spring Term | | | | | | | | | | | | |
| Summer Term | | | | | | | | | | | | |
| Total number of weeks: | | | | | | | | | | | | |
| | Center Schedule | | | | | | | | | | | |
| Day of the Week | • | Fall T | erm | | | Spri | ng Term | | | Summer | Term | |
| | AM Start | AM End | PM Start | PM End | | | | PM End | | AM End | PM Start | PM End |
| Monday | | | | | | | | | | | | |
| Tuesday | | | | | | | | | | | | |
| Wednesday Thursday | ay | | | | | | | | | | | |
| Friday | | | | | | | | | | | | |
| Saturday | | | | | | | | | | | | |
| Sunday | | | | | | | | | | | | |
| Total Hou Per Week | | | | | | | | | | | | |
| applicable and full a | Adjunct Sites, If applicable (site name and full address) | | | | | | | | | | | |
| Special Schedule (i.e., Jump Instruction, Events, Fie | Start, Remote Saturday | | | | | | | | | | | |
| Parent/Le Activities | Parent/Legal Guardian | | | | | | | | | | | |

| | | T€ | exas / | | Program Year | | | | | | | |
|-----------------------------|--|------------|-------------|-----------|-----------------------------------|--------|--------------|---------|---------------------------|--|-------------------------------|----------------|
| Ce | nter Opera | ations | Sche | dule (| enter) | | | 2021-20 | 22 | | | |
| | rantee will ente d in the approv | | | he appro | oved Cent | ter. C | enter inforn | nation | should be | entered in t | he same | order |
| Center 4 | 9 Digit campus ID # | | | r/Feeder | School, P ZIP | hysica | al Address, | City, | Grade Levels Served | Proposed "Regular" Student Target | Prop Parent Guar Tar | /Legal dian |
| Center | | | | | | | | | | | | |
| Feeder | | | | | | | | | | | | |
| Feeder | | | | | | | | | | | | |
| Program | Operations | | Star | t Date (| MM/DD/Y | Y): | End Date | (MM/ | DD/YY): | Tota | l Weeks | • |
| Summer 3 | erm Jump Star | t (Must be | | | | | | | | | | |
| Fall Term | , , , , , , , , , , , , , , , , , , , | | | | | | | | | | | |
| Spring Term | | | | | | | | | | | | |
| Summer Term | | | | | | | | | | | | |
| Total number of weeks: | | | | | | | | | | | | |
| | Center Schedule | | | | | | | | | | | |
| Day of the Week | 9 | Fall Te | rm | | | Spri | ing Term | | Summer Term | | | |
| | AM Start | AM End | PM Start | PM End | AM AM PM PM Start End Start En | | | | AM End | PM Start | PM End | |
| Monday | | | | | | | | | | | | |
| Tuesday Wednesda | | | | | | | | | | | | |
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| Friday | | | | | | | | | | | | |
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| Sunday | | | | | | | | | | | | |
| Total Hou Per Week | | | | | | | | | | | | |
| applicabl and full a | Adjunct Sites, If applicable (site name and full address) | | | | | | | | | | | |
| (i.e., Jump Instruction, | Special Schedules (i.e., Jump Start, Remote Instruction, Saturday Events, Field Trips) | | | | | | | | | | | |
| Parent/Le Activities | | | | | | | | | | | | |

| | | T | Texas A | | Program Year | | | | | | | | |
|--|--|---------------|-------------|-----------|--------------|----------|---------------|-----------|---------------------------|--|-------------------------------|----------------|--|
| Ce | Center Operations Schedule (one per center) 2021-2022 rt 3) Grantee will enter information for the approved Center. Center information should be entered in the same order | | | | | | | | | | | | |
| | rantee will en d in the appr | | | he appro | oved Cen | ter. Ce | enter inform | ation | should be | entered in t | he same | order | |
| Center 5 | 9 Digit campus ID # | Name of | Center/Fe | eder Sch | nool, Phys | sical Ad | ddress, City, | ZIP | Grade Levels Served | Proposed "Regular" Student Target | Prop Parent Guar Tar | /Legal dian | |
| Center | | | | | | | | | | | | | |
| Feeder | | | | | | | | | | | | | |
| Feeder | | | | | | | | | | | | | |
| Program | Operations | | Stai | rt Date (| MM/DD/Y | Y): | End Date | (MM/E | DD/YY): | Tota | l Weeks | • | |
| Summer T | erm Jump St | tart (Must be | Э | | | | | | | | | | |
| Fall Term | , , , , , , , , , , , , , , , , , , , | | | | | | | | | | | | |
| Spring Term | | | | | | | | | | | | | |
| | Summer Term Tatel number of weeker | | | | | | | | | | | | |
| Total num | Total number of weeks: | | | | | | | | | | | | |
| | | | | | Center S | chedu | ıle | | | | | | |
| Day of the Week | 9 | Fall T | erm | | Spring Term | | | | Summer Term | | | | |
| | AM Start | AM End | PM Start | PM End | | | | PM End | | AM End | PM Start | PM End | |
| Monday | | | | | | | | | | | | | |
| Tuesday | | | | | | | | | | | | | |
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| Adjunct Sites, If applicable (site name and full address) Special Schedules (i.e., Jump Start, Remote Instruction, Saturday Events, Field Trips) Parent/Legal Guardian | | | | | | | | | | | | | |
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PARTNERSHIP AGREEMENT BETWEEN AUSTIN COMMUNITY COLLEGE AND EAST AUSTIN COLLEGE PREP FOR DUAL CREDIT EDUCATIONAL PARTNERSHIPS September 1, 2020 – August 31, 2021

PURPOSE

The institutions named above (hereinafter "College or "ACC" and "ISD") enter into the following partnership agreement for the implementation of dual credit programs which are designed to enable eligible high school students the opportunity to enroll in college credit courses that also fulfill high school graduation requirements.

The purpose of this Agreement to outline the roles and responsibilities of ACC and ISD for participation in the dual credit programs. This Agreement encompasses all dual credit programs, including Early College High School (ECHS), and the Career Academies program as required by the Texas Higher Education Coordinating Board (THECB).

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ACC and ISD agree as follows:

¹ The term 'partnership' as used in this Agreement refers to the dual credit partnerships as described in Title 19, Part 1, Chapter 4, of the Texas Administrative Code and ACC's Board Policy GH (LEGAL). The Texas Administrative Code (19 TAC), Chapter 9, Subchapter H, Partnerships between Secondary Schools and Texas Public Two-Year Colleges establishes authority and rules for two-year associate-degree-granting institutions to enter into agreements with secondary schools to offer courses that grant credit toward the student's high school curriculum requirements and college-level credit. 19 TAC § 9.143 requires dual credit programs to comply with the rules set forth in 19 TAC, Chapter 4, Subchapter D, Rule§4.84 for dual credit partnerships between secondary schools and Texas public colleges to offer dual credit to qualified students.



TERMS AND CONDITIONS

1. Entire Agreement

This Agreement, including the Appendices, which are attached hereto and incorporated herein, constitute the entire agreement of the Parties regarding the subject matter herein described.

Appendix A: Dual Credit Faculty

Appendix B: Dual Credit

2. Program Definitions

The program partnerships covered under this Agreement include:

Appendix B: Dual Credit Program

A dual credit program agreement between ACC and the ISD to offer courses that grant credit toward the student's high school curriculum requirements and also award college credit which will lead to a college certificate or degree.

3. Compliance and Policies

a. Services for Students with Disabilities

In order for students with disabilities to receive accommodations from ACC, students with disabilities who require accommodations must self-disclose to ACC's Student Accessibility Services (SAS) and provide current (within three years of enrollment at ACC) documentation of a disability. Documentation of a disability consists of a statement or evaluation from a recognized medical professional, or the student's current §504 plan or records maintained by the ISD relating to eligibility for special education accommodations that exceed those applicable to ACC, if any, shall be the responsibility of ISD. Building and information technology access will be the responsibility of whichever Party is the owner/provider of that infrastructure, including access to web-based curriculum materials.

b. Student Expectations, Rights and Responsibilities

Students in dual credit classes are considered to be College students and are subject to all College policies and procedures. Dual credit students must comply with standards of conduct required of all ACC students, and have the same rights and responsibilities in all matters related to the dual credit programs. Dual credit students must also follow the ISD Student Code of Conduct.

Unless a conflict arises between the obligations of ISD and ACC under their respective policies and procedures, the ISD and ACC staff and administrators will work together collaboratively to determine the appropriate party to initiate an investigation or resolution process in response to the alleged conduct violation(s). In the event a conflict arises, refer to Section 4 on Conflict Resolution.



Neither party is prohibited from utilizing its own complaint resolution process, separate and apart from the other party's process, but both parties shall cooperate with each other to provide the necessary information and access to students and employees necessary to fulfill each party's obligations under its own specific policies and procedures.

The ISD and ACC agree to inform the other as soon as reasonably possible (within at least two business days) if a dual credit student is subject to disciplinary action that may affect his or her enrollment status as a dual credit student.

Regardless of the location of the conduct, if the ISD's Code of Conduct and disciplinary processes could result in removal from the regular education program due to a suspension, placement in an disciplinary alternative education program, or expulsion/removal to a Juvenile Justice Alternative Education Program, the ISD shall notify ACC prior to the finalization of any disciplinary action in response to the alleged student behavior so that ACC may determine if there are any potential consequences under applicable College policies or procedures that could result in removal from enrollment in a dual credit class.

In addition, as per the ACC Student Standards of Conduct, ACC has the right to immediately remove any student from its premises via the interim suspension process, upon a determination by the administrator in charge that the student poses an immediate threat to the safety of ACC's enrolled students, clients, faculty, staff, and patrons or to the orderly functioning of the ACC.

c. Prohibition of Discrimination and Harassment

ACC has in place policies and procedures to receive, investigate, and resolve student and employee complaints alleging civil rights violations, including claims under Title VI and Title IX. The ISD and ACC shall each comply with its own policies and any applicable state and federal law that prohibit discrimination and harassment on the basis of a student or employee's disability, race, color, national origin, religion, or sex. Each party shall adhere to its obligations under relevant policy and law without regard to the other party's obligations.

The ISD agrees to report to the College's District Title IX/ADA/Title VI Coordinator, within 2 business days, any allegation of discrimination or harassment involving a College employee or dual credit student, regardless of where the alleged conduct occurred. The College has designated the following individual as its District Title IX/ADA/Title VI Coordinator:

Title VI, IX and ADA Coordinator 512-223-7964 compliance@austincc.edu

4. Conflict Resolution



The Parties agree to a mutual understanding to resolve issues that may arise in the course of this partnership. In the event a conflict or disagreement should arise in the interpretation or implementation of the obligations, terms, and responsibilities of the Parties to this agreement, each Party shall designate administrative liaisons for purposes of resolving concerns at both the campus (liaison must be Principal or other designated campus administrator) and central administrative levels. In order to be collaborative, ACC must be able to communicate with administrators on campuses in which dual credit students/programs are present. If resolution is not found through those levels, a request may be made that the matter be handled through the Party's respective legal counsel.

5. Term and Termination

Except as otherwise specified in the individual program agreements in the appendices, the period of this Agreement shall be in effect from September 1, 2020 to August 31, 2021 unless renewed or earlier terminated. This Agreement shall be reviewed by the parties annually at least ninety (90) calendar days before the expiration of the term and any subsequent renewal terms, and this Agreement may be renewed upon approval of the College and the ISD.

Either Party may terminate this Agreement with or without cause upon written notice to the other Party sixty (60) calendar days prior to the date of termination. In the event there are less than 60 calendar days remaining in the semester, unless otherwise agreed by the parties, the date of termination shall be the last day of the current semester or year of the current term so that students enrolled in a dual credit program may complete the session in which the termination becomes effective.

6. General Obligations of the Parties

In furtherance of the objectives of this Agreement, the Parties agree to the following obligations²:

- a. ACC and ISD are equal parties to this Agreement, and the intent is to allow flexible and creative responses to the organizational, mission, and fiscal needs of both institutions.
- b. ISD campus-level administrators should be familiar with the obligations and responsibilities provided in this Agreement.
- c. ISD will require campus counselors and administrators to attend ACC's training that corresponds to the dual credit program applicable to this Agreement. Any administrative liaisons designated by the ISD in accordance with Section 4 above, shall also be required to attend this training.
- d. Collaboration in planning, implementation, and continuous improvement of programs necessary to successfully fulfill each party's obligations under this Agreement, including

² The Parties must also anthere to the specific obligations outlined in the applicable programs incorporated into this Agreement in the Appendices.



- but not limited to the provision of faculty, staff, and administration; curriculum development; training; and student services.
- e. Provision of classes/courses in support of the programs applicable to this partnership for which students might qualify.
- f. Financial collaboration that addresses the costs of both Parties and assists each Party in obtaining necessary funds from local, state, federal, and private/foundation sources to operate the programs successfully and at a cost-neutral basis for both parties.
- g. Collaboration in designating appropriate facilities and location for each program.
- h. Collaboration in the design and execution of challenging and innovative instructional programs.
- i. Compliance with all applicable guidelines, standards and requirements in the offering of the programs, including but not limited to regulations promulgated by the Texas Higher Education Coordinating Board (THECB), the Southern Association of Colleges and Schools Commission of Colleges and Schools (SACS COC), and the Texas Education Agency (TEA). If THECB adopts new guidelines for any of the programs during the term of this Agreement, the new guidelines shall prevail.
- j. Recruitment of eligible students.
- k. Evaluation of the program(s) and sharing of student data in order to track and evaluate student and program successes.
- 1. Selection of students that reflects the diversity of the ISD campus.

7. Recognition of Higher Education Partner, Promotion, Marketing & Advertising

When reporting and publicizing high school students' completion of dual credit courses, degrees or certificates, ISD will recognize Austin Community College as their Higher Education partner awarding college credit. All parties agree to provide advance, timely notice of press releases, press conferences, or any promotion of the program to the public to ensure all parties approve of messaging and have the opportunity to participate. ISD agrees not to use ACC's name, logo, or likeness in any press release, marketing materials, or other public announcement without receiving prior written approval from the ACC Vice President, Communications and Marketing, or designee.

8. Statewide Goals: HB 1638

House Bill 1638, TEC, Section 28.009 (b-1) and (b-2), requires Texas Higher Education Board (THECB) and the Texas Education Agency (TEA) to collaboratively develop statewide goals for dual credit programs to provide guidance for institutions of higher education (IHEs) and independent school districts (ISDs). The following are the specific program goals aligned with the statewide goals for the programs covered under this Agreement:

a. Goal 1: Independent school districts and institutions of higher education will implement purposeful and collaborative outreach efforts to inform all students and



parents of the benefits and costs of dual credit, including enrollment and fee policies.

- i. ACC will host and ISD will participate in an annual high school summit for counselors, principals and other college-going influencers.
- ISD will promote to students and families college open house programs at ACC.
- iii. ACC will attend and present at academic programs hosted by high schools to prepare students for dual credit and college entry.
- iv. Subject to Section 7 above, ACC and ISD will develop marketing material to provide information to students and families regarding endorsement pathway and dual credit programs.
- b. Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.
 - i. ACC and ISD will share disaggregated data (See Sections 13, 14, and 15 below) related to postsecondary enrollment after high school.
 - ACC and ISD will share data related to workforce employment after high school.
 - iii. ACC and ISD will share data on persistence (after first year) and degree completion.
- c. Goal 3: All dual credit students will receive academic and college readiness advising with access to student support services to bridge them successfully into college course completion.
 - ACC and ISD will develop joint shared advising and student support systems to ensure successful course completions.
 - ii. ACC will provide the student dual credit orientation to new students. As needed, ACC and ISI will update the new student dual credit orientation.
- d. Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.
 - i. ACC will develop and disseminate to ISD a report on student enrollment in subsequent coursework annually and in accordance with Sections 13, 14, and 15 below.
 - ii. ACC will develop a required training for faculty teaching in dual credit programs.

9. <u>Understanding of the Parties</u>

- a. Nothing in this Agreement is to be construed as transferring responsibility from one party to the other.
- b. Without limitation of any provision set forth in the Agreement, the Parties expressly agree to abide by all applicable federal and state equal employment opportunity statutes, rules, and regulations.



- c. Subject to the applicable laws and to the regulations of the respective organizations, information, data and reports of cooperative activities carried out under this Agreement may be released by any of the Parties with the consent of the other party, subject to the Data-Sharing and Privacy provisions, infra, FERPA, and any other applicable state or federal privacy law that governs student privacy rights, or as otherwise may be required by conditions and circumstances in connection with the program or as required by law.
- d. Both parties understand the safety and security risks inherent with minors and agree that certain risks may be unforeseeable. Further, the parties agree that the public safety departments from both ACC and ISID will collaborate to develop and/or review safety and security standards and/or guidelines, including emergency response, within thirty (30) days of both parties executing the Agreement.
- e. In accordance with the Family Educational Rights and Privacy Act (FERPA), ACC and ISD will protect ISD students' privacy and guard against the unauthorized release of identifying student information and records, and comply with all applicable requirements of FERPA.

10. Indemnification

To the extent permitted by the Constitution and the laws of the State of Texas, ISD agrees to indemnify, release, and hold ACC and ACC's Trustees, officers, agents, and employees harmless from any and all claims, demands, causes of action, and liabilities (each as used herein shall be referred to as "claim") of any type or nature whatsoever (including costs and reasonable legal and expert fees) for damage to, loss of, or destruction of any tangible property or bodily injury or death to any person, arising from, in connection with, or any way incident to this agreement, to the extent finally determined to have been caused by ISD and its personnel in performance of the services.

11. Criminal History Background Check and Fingerprinting Requirements

Pursuant to Texas Education Code Section 22.0834, ACC shall ensure that ACC faculty assigned to dual credit sections offered on the high school campus complete a criminal background check and fingerprinting. ACC will initiate the fingerprinting process and provide ISD with a list of names of faculty and their date of birth. Any additional information required by the ISD may be requested in accordance with Section 13: Data Sharing & Privacy.

The ISD is responsible for notifying ACC of any additional requirements that may be necessary in order to comply with the ISD's Board policies with regard to criminal history requirements for employees of entities the ISD contracts with.

12. Clery Act Obligations

If ACC is using space on an ISD campus or facility in manner that gives ACC control over the space, including the assignment of an ACC employee as an administrator, ISD's law enforcement agency will respond in a timely manner to any requests made by ACC for statistical information



of crimes that have been reported at that location so that ACC may fulfill its obligations under the Clery Act (20 U.S.C. § 1092(f)) and its regulations.

13. <u>Data Sharing & Privacy</u>

ACC and ISD will provide aggregated and disaggregated data for the purposes of student success in all courses taken via ACC high school programs.

The ISD will provide the following student information for each student enrolled in dual credit programs:

- · student name (First, Middle, Last)
- · ISD identification number
- · date of birth
- grade level
- · projected graduation date
- · high school endorsement area
- mailing address
- high school email address
- · Eligibility for free or reduced lunch
- SAT/ACT/PSAT/TSI/ Aspire test scores and AP Exam Scores
- End of Course (EOC) exam scores
- High school credits attempted and pass rates
- High school Grade Point Average (GPA)
- Students' TSI readiness by grade level
- Student enrollment and final scores in HB5 College Preparatory courses.
- Names only of students who receive accommodations (not the student's accommodation
 or disability) for purposes of ACC sending communications reminding students about
 ACC's Student Accessibility Services (SAS)

The data outlined above will be sent electronically in a template provided by ACC and will be provided in a timely manner as agreed upon by both Parties.

- Upon receipt of student information, ACC may use the student mailing information to send information pertaining to ACC enrollment to the families of participating students.
- ACC may use the student test scores and endorsement areas to determine student enrollment eligibility for specialized ACC programs and to provide students with additional college admissions testing opportunities. The ISD dual credit student information may be used by ACC for student enrollment purposes and outreach.
- ACC will provide the following information to ISD following its initial entry into the program: postsecondary transition rates from ISD students to Texas institutions of higher education (taken from Texas Higher Education Coordinating Board [THECB] data); benchmark data from the prior year to show ISD student enrollment at ACC.
- ACC will provide the following annual reports to the ISD superintendent of schools and dual credit principal(s): Fall, Spring, and Summer ACC dual credit enrollments by high



school; Fall, Spring, and Summer; ACC dual credit student success outcomes by high school; and College and High School Relation high school program participation rates by activity.

- ACC will provide, upon written request from an appropriate school district official, information on ACC articulated credit attainment and college major selections by individual students. This information is designed to assist school personnel in educational programming, and is protected under FERPA and may not be published.
- ACC will work with ISD to develop and use an early alert system to identify students atrisk of not completing college coursework to provide effective interventions.
- ACC will provide SAT/ACT/PSAT/ASPIRE/TSI scores.
- ACC and ISD will implement improvement efforts, as needed, based upon mutual review of the following data:
- · Matriculation of high school students in four-year colleges/universities and level of entry;
- · Enrollment/retention rates, leaver codes, and attrition rates, by grade level; and
- Student participation in activities at ACC.
- Additionally, ISD and ACC will provide each other with faculty qualifications and upon request to the other Party, criminal history background checks and required documents for the hiring process, as well as agree to full information sharing in the event of an investigation of a personnel matter regarding dual credit faculty.

Any unauthorized disclosure of confidential student information is a violation of the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur. While in possession of this data, the ISD and ACC shall permit only those employees authorized to have access to the data. Both parties agree to store the data in a secure area and to prevent unauthorized access.

Upon request from ISD, ACC may provide mutually agreed-upon reports of student enrollment and course grades to designated ISD officials as allowed by FERPA. ISD will designate a school district and campus official to request such ACC reports.

This section is not exclusive to all instances in which information may be shared between the parties under FERPA. See Section 15 below on FERPA Compliance and Disclosure for additional examples.

14. Confidentiality of Data

Both Parties will maintain the confidentiality of any and all student data shared with it in compliance with Federal Educational Rights and Privacy Act (FERPA) (https://www2.ed.gov/policy/gen/guid/fpco/ferpa/index.html) and its associated federal regulations. Both Parties agree not to share information with third parties unless authorized to do so by state or federal law.

Data obtained will be used solely for the purposes described in the Agreement. The College and the District will notify designated individuals authorized to access the individual student or



employee data for purposes outlined in the Agreement that they must maintain the confidentiality of all personally identifiable data and confidential information.

The College and ISD will provide a copy of Sections 13, 14, and 15 of this Agreement to any employee who transfers, maintains, accesses, or reviews any confidential data obtained in accordance with the Agreement.

The confidentiality requirements shall survive the termination or expiration of the Agreement.

a. Security Safeguards

To ensure the continued confidentiality and security of the data, the College and District shall each independently employ industry best practices, both technically and procedurally to protect the data from unauthorized physical and electronic access. In addition, both Parties shall adhere to the following safeguards when data covered by the Agreement is processed, stored, or transmitted on either Party's information resources:

- i. Procedures and systems that ensure all student records provided by the College and District are kept in secured facilities and access ID such records are exclusively limited to authorized personnel.
- ii. Procedures and systems that shall require the use of secured passwords to access the data.
- iii. Mandatory training for personnel on information security, at least on an annual basis.
- iv. Procedures and systems that ensure all data is maintained in a secure manner that prevents the interception, diversion, or other unauthorized access.
- v. The procedures and systems developed and implemented to access the data shall ensure that any data disclosure to third parties in accordance with applicable state law (i.e. under the Texas Public Information Act or in response to an audit or other lawful reason in accordance with the Texas Education Agency or the Texas Higher Education Coordinating Board's rules and regulations) shall comply with all provision under FERPA and Texas laws governing exceptions to disclosure of confidential student information.

b. Method of Access or Transfer

Individual level student survey and academic data will be transferred between designated ISD officials and designated ACC officials in a manner that maintains the confidentiality and security of individually identifiable records and data (Typical approaches use secure File Transfer Protocol, secure cloud-based drop box, and encryption of personally identifiable data.)

c. Physical Location of Data

Data will be housed in a secure physical or electronic facility accessible only to individuals authorized to access the data for the purposes stated in this document and the Agreement. Data will be stored in a manner that prevents unauthorized access to personally identifiable data.



(Secured passwords will be used to access data stored electronically. Personally identifiable data that resides for any length of time on laptops, desktop computers, CDs, or other media will be encrypted.)

d. Notification of Security Breach

The College and District both agree that in the event of any breach or compromise of the security, confidentiality, or integrity of shared data where personally identifiable information of a student or employee was, or is reasonably believed to have been acquired and/or accessed by an unauthorized person, the party's information system in which the breach occurs shall notify the other party of the breach within 24 hours and take immediate steps to limit and mitigate the damage, if any, of such security breach to the greatest extent possible. (Tex. Bus. & Com. Code Sections 521.001-152.) Notice shall be provided to the individuals listed in Section 16(B) below.

e. <u>Disposition of Data</u>

The College and ISD will maintain and destroy any data covered under the Agreement in accordance with each Parties respective policies on records retention.

15. FERPA COMPLIANCE & DISCLOSURE OF EDUCATIONAL RECORDS

Students participating in a dual credit program described herein are enrolled in a post-secondary institution and are thus afforded rights under the Family Educational Rights and Privacy Act (FERPA) as post-secondary students. This means a high school student who is enrolled at ACC for purposes of participating in one of these programs, regardless of age, is given the right of privacy in their educational records. The College will not disclose information protected under FERPA, even to a student's parent, unless the dual credit student consents to the release in writing, or the parent provides proof of dependency in accordance with 34 CFR 99.31(a)(8).

For purposes of this agreement, pursuant to FERPA, the College and ISD designate each other as school officials with legitimate education interests in the educational records of the participating high school students enrolled in the College, to the extent that access to the records is required by either Party to carry out the functions of the program, enforce or comply with discrimination laws, address student safety and discipline, or any matter where a student's participation in a course or program may be affected.

ISD agrees to share disciplinary records that may affect the enrollment of a dual credit student such as suspension, disciplinary alternative education placement, expulsion; or that relate to conduct that is under investigation while the student is enrolled in a dual credit class.

Both the College and ISD will provide notice to students, parents and employees of applicable policies and procedures related to disclosure of educational records to ensure compliance with FERPA.

16. Miscellaneous



A. No Personal Liability

Nothing in this Agreement may be construed as creating any personal liability on the part of any officer, director, employee or agent of ACC or ISD, and the parties expressly agree that the execution of this Agreement does not create any personal liability on the part of any officer, director, employee or agent of ACC or ISD. The parties shall be responsible for their own acts of negligence.

These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party to this Agreement. No provisions shall be deemed a waiver of any defenses available by law, including, but not limited to, governmental immunity.



B. Notice

Any notice required to be given under the provisions of this Agreement, shall be in writing and shall be duly served when it shall be hand-delivered to the addressees set out below, or shall have been deposited, duly registered or certified, return receipt requested, in a United States Post Office addressed to the other party at the following addresses:

To: Austin Community College

Attn: Richard M. Rhodes, Ph.D.

Chancellor

5930 Middle Fiskville Road

Austin, Texas 78752

To: East Austin College Prep

Attn: Salvador Cavazos Superintendent of Schools

5800 E Martin Luther King Jr Blvd

Austin, TX 78721

Any party may designate a different address by giving the other party ten (10) calendar days prior written notice in the manner provided above.

C. No Waiver of Immunity

Neither ACC nor ISD waives or relinquishes any defense or right available to it under the doctrine of governmental immunity by entering into this Agreement.

D. Authorization of Agreement.

Each party represents and warrants to the other that the execution of this Agreement has been duly authorized, and that this Agreement constitutes a valid and enforceable obligation of such party according to its terms.

E. Waiver and Breach

No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting with regard to any breach of any provision shall be construed to be a waiver of such breach.

F. No Assignment

No assignment of this Agreement or of any duty or obligation or performance hereunder shall be made in whole or in part by either party without the prior written consent of the other party.

G. Governing Law

Parties agree that this Agreement will be construed by the laws of the State of Texas (exclusive of its conflict of laws provision).

H. Section Headings



The headings of sections contained in this Agreement are for convenience only, and they shall not, expressly or by implication, limit, define, extend, or construe the terms or provisions of the sections of this Agreement.

I. Complete Agreement

This Agreement, together with the Appendices referred to herein, contains the full understanding of the Parties with respect to the agreed upon services, obligations, and responsibilities, and supersedes all existing agreements and all other oral, written, or other communications between the Parties concerning the subject matter hereof. This Agreement will not be amended, modified, or supplemented in any way except in writing and signed by duly authorized representative of both parties.

ACC and ISD have executed and delivered this Agreement to be effective as of the Effective Date September 1, 2020.

Salvador Cavazos, Superintendent of Schools East Austin College Prep

Richard M. Rhodes, Ph.D., Chancellor

Austin Community College District

02/09/2021

Date

Appendix A

Joining the ACC Faculty

ACC's Commitment to High School Faculty

ACC appreciates the efforts of our ISD and high school associates. We look forward to partnering with them to improve education in central Texas. To that end, we've committed to the following series of steps to facilitate the interview process for high school instructors who wish to teach dual credit with ACC:

- ACC will provide a checklist/document (contained below) that ISDs give interested HS faculty members BEFORE they apply to ACC that clearly explains job expectations and responsibilities and prepares faculty for interviews/teaching demonstrations.
- The ISDs will provide ACC with a roster of faculty interested in adjunct faculty assignments to teach dual credit courses. The roster should include candidates' unofficial transcripts as well as resumes of work experience.
- ACC departments will conduct an initial review to determine whether the HS faculty member meet SACS standards, and if not, explain what specific next steps the faculty applicant could take.
- For those HS faculty found to be SACS qualified, they would complete an official ACC application as an adjunct faculty member.
- Within 60 days of application submission, the appropriate department will schedule an interview and teaching demonstration for the applicant and notify them of acceptance or non-acceptance. If the latter decision is made, an explanation will be offered with suggestions for next steps.
- Once accepted for hire, the HS faculty member will complete a half day training made up of two sections: (1) a general introduction to community colleges and specifically to ACC, and (2) an orientation and introduction to the specific requirements of the academic department in which the HS faculty member would teach.
- HS faculty who teach dual credit courses for ACC will be compensated with a \$500 stipend per course when taught as a part of their school district teaching load.

Interviewing

Each department determines its own interview format. Some will use a committee, some will interview oneon-one. Many will require a teaching demonstration. It would be prudent to learn about the departmental expectations for preferred teaching style before scheduling your interview. You may be able to schedule an observation of a current ACC faculty member's class; contact department chair if you are interested.

During the interview, be prepared to discuss:

- your perceptions of the differences between high school and college course instruction/expectations
- the best book you've read in your field in the last 6 months
- how you would handle being contacted by a parent about student work
- see additional possible questions on the HR website:

- o interview evaluation form: https://docs.google.com/viewer?a=v&pid=sites&srcid=YXVzdGluY2MuZWR1fGFjYy1mb3Jtcy1pbnZlbnRvcnl8Z3g6NWFjOTY3NTNIOWYyNGM3Mg
- possible interview questions (from full-time documentation):_ http://www.austincc.edu/hr/hireguide/ftfaculty/samplegs.html

Checklist for Prospective Dual Credit Instructors

High school faculty who are interested in teaching dual credit courses on their high school campus for Austin Community College need to be aware of expectations from both their high school and the community college. This checklist will help acquaint instructors with the similarities and differences in requirements for teaching across both school levels. Where there are differences between the requirements listed below, an asterisk indicates which rules apply when dual credit courses are being taught. In some cases, the college rules will apply, in some cases, faculty will have to adhere to both the college and high school requirements.

Basic Qualifications:

SACSCOC (Southern Association of Colleges and Schools Commission on Colleges) is the accrediting body for Austin Community College. Every prospective dual credit instructor at ACC must meet these minimum requirements. The requirements are below, and more detailed credentialing requirements by course can be found at: http://www.austincc.edu/employment-at-acc/full-time-and-adjunct-faculty-position-information/minimum-credential-qualification-requirements

| To teach: | h: Faculty must have: | |
|--|--|--|
| Academic courses toward AA or AS degrees | Master's degree in teaching discipline or Master's plus 18 graduate hours in teaching discipline | |
| Workforce courses toward AAS degree | Bachelor's degree or higher in the discipline or Associate's degree in the discipline plus three years documented work experience in the field | |
| Courses toward certificate only | High school diploma plus three years of documented work experience in the field plus proof of specialized training in the field, e.g., license, certificate, non-credit coursework in the discipline | |
| Developmental courses | Bachelor's degree in the discipline or a related discipline plus either one year of high school teaching experience in the discipline or one graduate course in teaching under-prepared students | |
| EDUC 1300: Effective Learning | Master's Degree in Psychology, Educational Psychology, or Education or Master's Degree <u>plus</u> 20 hours of ACC training for teaching the student success course | |

Mission and Values

Community Colleges - General

The mission of community colleges is to support student access to and success in higher education. You can learn more about the goals of community colleges in general by visiting the website for the American Association of Community Colleges: https://www.aacc.nche.edu/

Austin Community College - Mission and Values

Austin Community College has a clear focus on student success. Our goal is to provide central Texans with high-quality educational opportunities that prepare students for transfer or employment and increase equity for all. You can learn more about our mission, values, and goals here: http://www.austincc.edu/board-of-trustees/board-policies

Accreditation and Governing Bodies

ACC's policies are guided by the work of several groups. To help you understand some of the abbreviations in the checklist below, you may be interested in learning more about these groups.

ACC's accrediting body is SACSCOC (Southern Association of Colleges and Schools Commission on Colleges). ACC must adhere to the requirements set forth by this agency. You can learn more about SACSCOC, including its mission and values here: http://www.sacscoc.org/

THECB (Texas Higher Education Coordinating Board) guides the efforts of public colleges and universities in Texas. You can learn more about this organization here: http://www.thecb.state.tx.us/

ACC has a service area designated by the State Legislature consisting of most of six counties in Central Texas and 26 public school districts. Within the service area, ACC has a taxing district that is comprised of Austin, Round Rock, Leander, Hays, Elgin, Del Valle and Manor school districts as well as the parts of other districts that are in the City of Austin. Residents vote themselves into the taxing district. As tax-paying residents, students who attend ACC pay lower tuition and fees than residents from out-of-district areas. Tuition and fee rates, as all ACC policies, are approved by the elected ACC Board of Trustees.

Coursework Expectations

Course Content

| High School | College* |
|---|---|
| Content is determined by the TEKS (Texas Essential Knowledge and Skills). | Content is guided by THECB and the ACC department guidelines. |
| | Focus is on meeting learning outcomes through content that is chosen by the faculty member and approved by the department. The faculty member has high levels of control of the specific content that is covered. |
| | ACC supports the idea that across every level of education, expectations for student learning should increase. As such, courses taught at the College level should require students to meet even higher standards than those same courses taught in high school. See comparative expectations for various educational levels from the Degree Qualifications Profile (DQP) here: http://www.degreeprofile.org/press four/wp-content/uploads/2014/09/DQP-grid-download.pdf |

Academic Freedom

| High School | College* |
|--|--|
| Standards and expectations are guided by the TEKS. | Standards are part of accreditation, but so is a high |
| Faculty must meet all standards. | degree of academic freedom. |
| Freedom is in how you teach content. | There is more flexibility in what content is taught, and how it is taught in covering department and college-approved learning outcomes. |

Grading Policies

| High School | College* |
|--|---|
| Determined by campus and/or ISD policies. | Guided by departmental requirements. Some departments have explicit requirements, others provide more flexibility in grading to the instructor. |
| Policies may require reteach and retest. | Faculty may choose to, but are not required to allow multiple attempts on assignments or exams. |
| Consequences for attendance are determined by State law and district policies. | Consequences for attendance and adherence to course deadlines are determined by the instructor. |

Learning Outcomes and Competencies

| High School | College* | The same |
|--|--|--|
| Must meet TEKS guidelines. Additional outcomes can be required by campus and/or district. | Must meet SACSCOC guidelines, THECB core curriculum requirements, ACC general education competencies, course SLOs (student learning outcomes), and PSLOs (program-level student learning outcomes). | The state of the s |
| See details here: http://tea.texas.gov/curriculum/teks/ | See more information here: http://www.austincc.edu/offices/academic-outcomes-assessment/general-education-and-core-curriculum/assessments | |
| | http://www.thecb.state.tx.us/AAR/UndergraduateEd/WorkforceEd/acgm.htm | erandra de de la companione de la compan |
| | Assessment of student achievement of learning outcomes at ACC is done through the framework of the Discipline Assessment Cycle (DAC). Every department develops its own assessment plan, which is communicated to faculty teaching courses in that discipline. Additional general information about the DAC can be found at: http://www.austincc.edu/offices/academic-outcomes-assessment/discipline-assessment-cycle | |

Regulations of Privacy

| High School | College* |
|--|--|
| Follow FERPA - parents and guardians have access to student information. | Follow FERPA - only student has access to information, regardless of their age. Students may choose to fill out paperwork to allow parents to have access. |
| | See further information here: http://www.austincc.edu/ferpa |

Disability, Services

| High School | College* |
|--|---|
| Follow ARD paperwork or 504 plan. All accommodations and modifications must be provided. | In the college setting, course and curriculum modifications are not required for students with disabilities. However, accommodations will be approved by college Student Accessibility Services (SAS) office on a course by course, case by case basis. Approved accommodations must be implemented by faculty. |

| Accommodations signed by an SAS Coordinator to faculty <u>before</u> any accommodations can be provided. Accommodations may not be provided before faculty receive a Notice of Approved Accommodations. The provision of accommodations is not retroactive. |
|--|
| Learn more here: http://www.austincc.edu/support- and-services/services-for-students/student- accessibility-services-and-assistive-technology |

Classroom Details

Syllabus

| High School | College* |
|--|--|
| Syllabus requirements are guided by district and/or campus procedures. Students may or may not be given a syllabus for each class. | All faculty are required to provide a syllabus on the first day of class, and to post the syllabus online (see details about online submission below under Administrative Requirements / Other Requirements - lighthouse). |
| | There are specific requirements for syllabus content guided by departments. |
| | Master syllabi for courses are available online: http://www.austincc.edu/offices/academic-outcomes-assessment/master-syllabi/master-syllabi-repository |

Contact Hour Requirements

| High School | College* |
|-------------------|--|
| None for faculty. | SACSCOC and THECB have strict requirements for instructional time per course. Courses are scheduled to fulfil these requirements, so ACC does not allow faculty to end class early, or cancel class. |

Calendar

| High School | College* |
|---|---|
| Calendar is more flexible to account for student schedules and school activities. | Due to contact hour requirements, there is very little flexibility in the calendar. |
| | You may need to work with your ISD to adjust class meeting days to maintain required contact hours as necessary. |
| | The ACC calendar, including withdrawal deadlines and other important dates can be found here: http://www.austincc.edu/calendars/important-dates-and-deadlines |

Administrative Requirements

Evaluation Process

| High School | College* |
|---|--|
| School district evaluation policies will be followed. | Evaluated by Department. Faculty must complete portfolios each year, and input forms each semester (FIF). Each department will share their process with faculty. |
| | Student evaluations must be completed every semester. |
| | See evaluation details here: http://www.austincc.edu/hr/eval/faculty.php |

Attendance Certification

| High School | College* | | |
|--|--|--|--|
| Daily attendance is required and must be posted for all courses. | Faculty are not required to take daily attendance, however course attendance certification is required by census date. See details here: http://www.austincc.edu/facstaff/attendance-certification-questions-and-answers | | |

Grade Submission

| High School | College* |
|---|---|
| Guided by district policy in HS only classes. | Grades are submitted online (http://www.austincc.edu/online-services) and deadlines are specified each semester by the academic calendar. |

Required Training

| High School* | College* |
|--|---|
| Many required trainings, guided by district and/or campus. | ADA and Sexual Harassment annually. |
| | Dual Credit Adjunct Training inclusive of Departmental Training as required (four hours in total); all new faculty must be assigned a mentor. |

Professional Development

| High School* | College* | | | |
|--------------------------------|---|--|--|--|
| District and SBEC rules apply. | ACC requires 12 clock hours for Full-Time faculty and 4 clock hours for Adjunct faculty each fiscal year. | | | |
| | Selections must be approved by your department chair. | | | |

Departmental Meetings

| High School* | College* |
|---|--|
| Mandatory as determined by campus procedures. | Departments determine meeting frequency. New high school adjuncts are expected to attend at least one generally at the beginning of the Fall or Spring semester. |

Other Requirements

| High School | College* |
|---------------------|--|
| Varies by District. | Syllabus, Curriculum Vita (Resume), and office hours must be posted on lighthouse. (http://www5.austincc.edu/lighthouse/) |
| | ACCmail (email) is the primary form of communication between the college and faculty members as well as between students and faculty members. All faculty are expected to access their ACCmail regularly. (http://www.austincc.edu/accmail) |

How ACC will support you in your teaching

ACCeID

All online resources at ACC are accessed through a secure system. You will need a login and password known as the ACCeID. (http://www.austincc.edu/acceid)

Online Learning Management System

| High | School | College* |
|--------------------------|--------------|---|
| Determined by campus and | or district. | Blackboard is the LMS. Training is available online through Instructional Resources and Technology: http://irt.austincc.edu/blackboard/ |

Contact person

| High School* | College* |
|--|--|
| High school liaison varies across each campus (i.e. Counselor, Administrator, Coordinator) | High School Programs liaison. Jason Sanchez (<u>isanche1@austincc.edu</u>) – Interim Director, High School Programs Enrollment and Partnerships Dr. Melissa Biegert (<u>melissa.biegert@austincc.edu</u>) – Director, High School Programs Advising and Completion Mison Zuniga (<u>mzuniga@austincc.edu</u>) – Interim Associate Vice President, College and High School Relations |
| | |

Support for Students and Faculty

ACC provides many services to support students. Faculty should be aware of these, to ensure that students are given the assistance they need. Learn more about ACC support services here: http://www.austincc.edu/support-and-services

Students and faculty can both benefit from ACC Library Services. Learn more about resources here: http://library.austincc.edu/

ACC also has employee associations to support faculty. If you are selected as an adjunct, you may wish to consider taking an active role in the Adjunct Faculty Association: http://sites.austincc.edu/afa/

The Texas Community College Teachers Association is an organization devoted to all community college teachers. Here, you can learn about teacher's issues and get legal support. http://www.tccta.org/

Additional Resources

This checklist is just the beginning. There is more to learn about becoming a part of the ACC faculty. We encourage you to explore more by reviewing the ACC Faculty Handbook here: http://www.austincc.edu/offices/human-resources/faculty-handbook

You will also find helpful information on the ACC website for Faculty and Staff: http://www.austincc.edu/facstaff2

Appendix B

Dual Credit Program Agreement

Purpose

ACC and ISD enter into the following program agreement to provide Dual Credit for ISD students. Dual Credit requirements are identified in 19 TAC Chapter 4, Subchapter D, Dual Credit Partnerships Between Secondary Schools and Texas Public Colleges, §4.85.

The following conditions apply to this agreement in accordance with Texas Higher Education Coordinating Board Rules and Regulations, §4.84 and ACC Board Policy GH (LEGAL):

Eligible Dual Credit Courses

Eligible dual credit courses are (a) courses identified as college-level academic courses in the current edition of the Lower Division Academic Course Guide Manual and included in ACC's Core Curriculum; or (b) be identified as a college-level workforce education course required for an Associate of Applied Science (AAS) degree or certificate program and approved in the current edition of the Workforce Education Course Manual (WECM) and foreign language courses. Approved courses for the dual credit program are included at the end of this appendix.

GENERAL PROVISIONS FOR DUAL CREDIT

DEFINITIONS

1) Dual credit is defined as enrollment of a high school student in a college to receive simultaneous academic credit for the course from both the college and the high school This Agreement hereby incorporates by reference all dual credit requirements defined in the Texas Administrative Code ("TAC") and the accreditation requirements established by the Southern Association of Colleges and Schools Commission on Colleges, as such may be amended during its term.

ELIGIBLE COURSES

- Courses must be identified as college-level academic courses in the current edition of the Lower Division General Academic Course Guide Manual and be included in ACC's Core Curriculum; or be identified as a college-level workforce course required for an Associate of Applied Science (AAS) degree or certificate program and approved in the current edition of the Workforce Education Course Manual (WECM) and foreign language courses.
- Instruction, instructional materials, and grading will be at the equivalent level of instruction, instructional materials, and grading used for the identical course taught on the main campuses of the College.

STUDENT ELIGIBILITY

- 1) To participate in Dual Credit, students must meet the College's entrance requirements (including satisfactory completion of the Texas Success Initiative (TSI) in the areas required for the course(s) in which they wish to enroll or documentation of exemption status).
- 2) Dual credit students must have successfully completed eighth grade.

LOCATION AND STUDENT COMPOSITION OF CLASSES

Dual credit college classes must be taught on the college campus or on the high school campus or via distance learning. Courses taught at the high school may only be composed of dual credit students only. Courses taught on the college campus may be composed of dual and regular college credit students.

As part of this program agreement, ISD will assign ACC faculty to a classroom to carry out the functions of the dual credit program for courses located on ISD campus. ISD retains control of all classroom space under this agreement. In order to ensure the program is equipped for college-level instruction, ISD will provide the following:

- · Adequate board space.
- · Computer/Laptop equipment with projection.
- Upon advanced written request from ACC faculty for multimedia equipment, ISD will
 provide notice of availability of such equipment and provide it if it is available.
- Internet access that lifts ISD's firewall restrictions during delivery of instruction of dual credit courses to ensure comparable delivery of instruction and access to course materials, as found in college-level courses.
- A classroom that is available and ready within allotted instructional class time(s).
- Designated parking location for teaching faculty.

ISD will designate an official contact that will facilitate classroom instructional program needs listed above. ISD will notify ACC High School Programs Office of the name and contact information of the designated liaison.

In addition to Section 9(d) in the Agreement, ISD agrees to provide ACC copies of all documents concerning any applicable rules, regulations, policies and procedures of ISD related to security or restriction, which would be applicable to ACC faculty while present on ISD campus.

TRANSPORTATION

The College assumes no obligation or responsibility for the transportation of students to or from ACC campuses for the dual credit course provided in this agreement.

Dual credit college classes must be taught on the college campus or on the high school campus or via distance learning.

FACULTY SELECTION, SUPERVISION, AND EVALUATION

- All instructors must meet the minimum faculty requirements as specified by ACC in accord with the guidelines of the Southern Association of Colleges and Schools Commission on Colleges.
- 2) The College shall select, supervise, and evaluate instructors for courses that result in the award of credit, regardless of the location of the course.
- 3) High school instructors applying to teach dual credit courses should complete the steps specified in the "Joining the ACC Faculty". See Appendix A.
- 4) High School instructors who teach dual credit courses on a high school campus as a part of the ISD teaching load will be paid a stipend by ACC \$500 per course section.
- 5) Instructors, even if employed by and paid by an Independent School District, must be supervised in instructional matters by the ACC Department Chair and must meet all administrative and evaluation requirements and attend required faculty training including dual credit faculty training
- 6) Official college transcripts of instructors must be kept on file at the College.
- 7) All availability of courses structured under Dual Credit are contingent upon the availability of ACC faculty. Students may need to take classes on an ACC campus to continue with a sequence.

COURSE CURRICULUM, INSTRUCTION, AND GRADING

- 1) The curriculum for any course offered by ACC for dual credit shall be the regular college curriculum.
- Instruction of college courses that may be used for dual credit shall be held to the same departmental and curricular standards as all other courses in that discipline.
- 3) The same standards of grading shall apply for all courses taught by ACC, regardless of whether the course is delivered on an ACC campus or high school campus.
- 4) To the extent possible, ACC will ensure use of the same textbook for the same course taught within a two-year cycle starting Fall 2017.

ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

Regular academic policies applicable to courses taught at one of the college's campuses also apply to dual credit courses taught at a High School or ACC campus. Students in dual credit courses are eligible to utilize the same or comparable College support services as all other College students.

TRANSCRIPTING OF CREDIT

High School and College credits will be transcribed immediately upon a student's completion of course(s) each semester.

ISD will provide ACC with final transcripts for dual credit students that plan to attend ACC post high school graduation.

FUNDING

The state funding for dual credit courses will be available to both public school districts and colleges based on the current funding rules of the State Board of Education (TEC 42.005(g)) and the Board (TEC 61.059(p) and (q)). The College may claim funding for all students getting college credit in core curriculum, foreign language, or career and technical education courses.

TUITION AND FEES WAIVER

Austin Community College will waive tuition and fees for up to 12 eligible classes. Out-of-district students will be charged a \$150 per-course fee for courses taken at any ACC Campus, Center, or via distance learning for up to 12 eligible classes. Out-of-district students will not be charged the per-course fee if they take classes scheduled at a high school campus or demonstrate financial need through documented eligibility for free lunch or family eligibility for public assistance. Documentation must be submitted each school year for eligibility.

The dual credit tuition and fees waiver will only be applied to college credit courses that are a part of the current ACC Core Curriculum or a workforce course included in a certificate or associate of applied science degree and foreign language courses. All remaining ACC courses will be assessed regular tuition and fees according to a student's residency.

Course withdrawals and dropped courses will be counted against the 12-course waiver limit after the second class day of each session. The student will be charged full tuition and fees based on residency for courses taken above the 12-course waiver limit and non-eligible courses.

The dual credit tuition and fees waiver is subject to change without notice by the ACC Board of Trustees.

| Select | College Course | College Course Num |
|--------|---|--------------------|
| ~ | Intro to Theater | DRAM 1310 |
| ~ | Effective Learning Strategies For College Success | EDUC 1300 |
| ~ | U.S. Government | GOVT 2305 |
| ~ | Texas State and Local Government | GOVT 2306 |
| J | U.S. History I | HIST 1301 |
| J | U.S. History II | HIST 1302 |
| V | Introduction to Psychology | PSYC 2301 |
| J | Public Speaking | SPCH 1315 |

Possible High School Course Match

Theatre

College Readiness and Study Skills

U.S. Government

Special Topics in SS

Special Topics in SS

United States History Psychology Communication Applications

Your High School Course Name Intro to Theatre (Fine Arts)

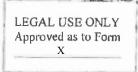
Government (Social Studies)

Government (Social Studies)

U. S. History (Social Studies) Semester 1

U. S. History (Social Studies) Semester 2

Psychology (Career and Tech.)





| | PROMINA PUBLIC SCHOOLS USE ONLY |
|---|--|
| X | W-9 completed and forwarded to Accounts |
| - | Payable X C |
| К | eviewed/approved by X Contract Monitor X Principal X Legal = Finance |
| | Name of Contract Monitor: Anna Herrera |
| | Contractor will have direct contact with students: X Yes No |
| | State Grant/Funding Source: ACE 265-01 |

CONTRACT FOR SERVICES

Specific Terms and Conditions

| Contractor's Full Name: | Boys & Girls Club of Austin Area | Mailing Address: | 6648 Ed Blu Austin, TX | | |
|--|--|--|---------------------------|--------|--|
| Home Phone Number: | 512.444.7199 | Mobile Phone Number: | 512.567.8518 | | |
| Email address: | Robert.fowler@bgcaustin.org | | | | |
| Rate of Pay: | X Other (specify): Payments shall not exceed \$9,000.00 for the contract term (ACE Cycle 9 - \$9,000.) Funding shall be contingent on receipt of contractual dollars from grants awarded to East Austin College Prep between September 3, 2019 and July 31, 2019 | | | | |
| Billing Cycle: | X Once a month — When services are completed — Other (specify): | | | | |
| Term of the Agreement (choose one): | One day/event; specify day or event: One year from the date of execution. Through completion of the work or as specified in the attached proposal(s). X From 09/03/2019 through 7/31/2020 (must be less than 1 year). | | | | |
| Description of Services to be Provided by Contractor: | | | | | |
| Insurance: | Insurance certificate required. | Required Licenses or Certifications (if any): | | | |
| Promesa Address for Billing: | Natalie Ferris 6002 Jain Lane Austin, TX 78721 | Camp | us Location: | EaPrep | |

Contractor understands that as a contractor of Promesa Public Schools, Inc. ("Promesa Schools"), Contractor is bound by the general terms and conditions available at https://www.promesapublicschools.org/contractor-terms, a copy of which will be provided to upon request. If Contractor has any questions about this document or needs to send Promesa Schools correspondence concerning this agreement, notice/contact should be made to: : Legal Department, Promesa Public Schools, 6002 Jain Lane, Austin, Texas 78721; (512) 162-2028 (fax); (512) 583-2543 (phone).

Contractor acknowledges that the following declaration of independent business status is made by Contractor in relation to services performed by Contractor for or in connection with Promesa Schools. Contractor states and declares the following: (1) Contractor acknowledges that Contractor operates Contractor's own independent business and is providing services for or in connection with Promesa Schools as an independent contractor; (2) Contractor acknowledges that Contractor is not an employee of Promesa Schools and the services rendered for or in connection with Promesa Schools do not establish any right to unemployment benefits or any other right arising from an employment relationship; (3) Contractor is responsible for all tax ! iability associated with payments received from or through Promesa Schools and Promesa Schools will not withhold any taxes from payments to Contractor; and (4) Contractor is responsible for obtaining and maintaining any required registration, licenses, or other authorization necessary for the services rendered by Contractor. Additionally, Contractor acknowledges that: (1) Contractor is not insured under Promesa Schools' health insurance coverage or workers compensation insurance coverage; (2) Promesa Schools does not restrict Contractor's ability to perform services for or through other parties and Contractor is authorized to accept work from and perform work for other businesses and individuals beside Promesa Schools; (3) Contractor has the right to accept or decline requests for services by or through Promesa Schools; (4) Promesa Schools expects that Contractor provides services for other parties; (5) Contractor is not economically dependent on the services performed for or in connection with Promesa Schools; (6) Promesa Schools does not dictate the performance, methods, or process Contractor uses to perform the services performed for or in connection with Promesa; and (7) the terms of further in this declaration apply to Contractor's comployees, and Contractor independent contractor

CONTRACTOR

BATE

DR. SALVADOR CAVAZOS, SUPERINTENDENT

DATE

PROMESA PUBLIC SCHOOLS CONTRACT FOR SERVICES—PAGE 1 OF 1

Partnership Proposal

(ACE EAPrep MLK and Boys and Girls Club of the Austin Area - Ed Bluestein)

Objectives:

- Improve academic performance
- Attendance
- Student behavior
- Promotion
- Graduation Rates

Areas of Focus:

- Academics
- Enrichment
- Family and Parent Services
- College and workforce readiness

Facility Agreement

Contractor will provide facility use at BGC site when there is availability and doesn't conflict with BGC ongoing programming at no additional cost to EAPrep ACE.

Transportation

Contractor has agreed to transport students who are interested in BGC programming at Ed Bluestein location from the MLK Campus to BGC site, Monday-Friday dependent on school day release times.

- Monday-Thursday 4:45 p.m. pick up
- Friday 4:00 p.m. pick up
- Early Release Days: students will be transported to Jain Ln for programming

When facilities are requested, such as by an ACE instructor or EAPrep staff member for ACE MLK programming use, student transportation will be dependent on EAPrep MLK.

Parents will need to arrange picking up students from Ed Bluestein location.

Programming from Contractor

Programming opportunity initiatives will be in collaboration with EAPrep ACE and contractor. Contractor will provide programming opportunities to our MLK students such as:

- CPR training at EAPrep 100 students to service
- Drivers Ed
- Teen Center Activities
- Youth Arts Initiative
- Additional Programs?

Data Sharing

Both entities (ACE and BGC) will share monthly data programming attendance at the end of each month.

BGC Representative Signature

Date

ACE Representative Signature

Date

East Austin College Prep - ACE And El Centro Colegio de Conexión - Upward Bound

Memorandum of Understanding (MOU)

This Memorandum of Understanding outlines the terms of agreement between <u>East Austin College Prep - ACE</u> herein referred to as "ACE" and <u>El Centro Colegio de Conexión – Upward Bound</u>, herein referred to as "Upward Bound". This agreement is effective as of February 9, 2021.

The purpose of this agreement is to define the roles, responsibilities and expectations of ACE and Upward Bound.

Purpose:

Upward Bound will assist ACE by engaging eligible students in the Upward Bound program. The main objective of the program is to prepare students in enrolling in post-secondary education after high school graduation. The Upward Bound program is federally funded through the Department of Education. Upward Bound participants must meet eligibility requirements.

Program Description:

The Upward Bound program combines the concepts of academic case management, tutoring, and parental involvement in its approach to guiding youth and families and offering them the tools for students to be successful in their secondary and post-secondary education.

In consideration of the mutual interests of both parties to better serve participating students, the parties agree that their responsibilities shall be as follows:

The **Agency** assumes the following responsibilities:

Upward Bound will provide:

- 1. Services to students enrolled in Upward Bound;
- 2. Case management for youth enrolled in the program;
- 3. Referrals and linkages to appropriate community resources as needed;
- 4. Test preparation (TSI, ACT) for students enrolled in Upward Bound;
- 5. TSI proctoring for students enrolled in Upward Bound;
- 6. Academic tutoring for students enrolled in Upward Bound; and
- 7. Summer programming for students enrolled in Upward Bound (Summer Academy) and for the summer immediately following high school graduation (Summer Bridge).

The ACE assumes the following responsibilities:

ACE will provide or is responsible for:

- 1. Referring students who meet program criteria;
- 2. Referrals and linkages to appropriate community resources as needed;
- 3. Support in test preparation (TSI, ACT) for students enrolled;
- 4. Support of TSI proctoring for students enrolled;
- 5. Academic tutoring for students enrolled;
- 6. Summer programming for students enrolled (Summer Academy);
- 7. Promotion of ACE and Upward Bound combined programming throughout the school year and summer;
- 8. Facilitation of ACE and Upward Bound combined programming when necessary;
- 9. Communication with students and parents related to attendance for ACE and Upward Bound combined programming; and

 Allowing the agency to use school space if needed to provide program services to youth and parents enrolled in the Upward Bound program.

Management of the Collaboration and Ongoing Monitoring

1. Upward Bound will provide information regarding youth and/or family's status in the program as requested by program personnel with appropriate consent from the parent.

Term and Termination. This Agreement is effective as of February 9, 2021 and will terminate on September 30, 2022. Upward Bound and EAPrep shall both retain the right to terminate upon giving a thirty (30) day written notice to the other party.

Confidentiality. The parties recognize and acknowledge that in the course of performing services required by this Agreement, they will obtain information and knowledge relating to each other's business, some of which information and knowledge is confidential, and that either party could substantially detract from the value and business prospects of the other party in the event either party were to disclose to any person not related to the other party or use such information and knowledge for their own or the advantage of another person or entity. Accordingly, the parties hereby agree that they will only disclose such information on a "need to know" basis in the course of carrying out their duties hereunder.

ACE Not Liable. ACE shall not be liable to the Upward Bound or its employees, agents, invitees, licensees or visitors, or to any other person for injury to person or damage to property on or about ACE premises caused by any act or omission of Upward Bound its agents, servants or employees, or of any other person entering upon ACE premises under express or implied invitation by Upward Bound.

Upward Bound Not Liable. Upward Bound shall not be liable to ACE or its employees, agents, invitees, licenses or visitors, or to any other person for injury to person or damage to property on or about ACE premises caused by any act or omission of ACE, its agents or employees, or of any other person entering upon ACE premises under express or implied invitation by ACE.

Entire Agreement; Waiver; Ambiguities. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto and contains all of the covenants and agreements between the parties with respect to such contract. Any modification of this Agreement shall be effective only if it is in writing and signed by the party to be charged. A waiver of any breach of any of the provisions of this Agreement shall not be construed as a continuing waiver of other breaches of the same or other provisions hereof. Any ambiguous language in this Agreement shall be interpreted as to its fair meaning, and not strictly for or against either party, regardless of whether either party drafted the Agreement.

Governing Law; Laws; Notices; Standard of Care; Assignment. This Agreement shall be governed by and in accordance with the laws of the State of Texas. Each party shall abide by all laws, statutes, regulations and ordinances in completing the terms of this contract. Any notice required to be given pursuant to this Agreement shall be in writing, postage prepaid, and shall be sent by certified mail, return receipt requested to the party's last known address. The notice shall be effective upon deposit with the postal service. Notices to Southwest Key Programs should be mailed to Southwest Key Programs, Inc., Rachel Luna, General Counsel

6002 Jain Lane, Austin, TX 78721. Each party agrees that the services they provide will be performed with the level of care and skill ordinarily exercised by members of their profession. Both parties agree not to assign this contract to a third party without agreement of all involved in the program.

This memorandum of understanding shall only be amended or modified by written document executed by an authorized representative of the agency and district.

Jorge Segovia Project Director

El Centro Colegio de Conexión - Upward Bound

10)

Anna Herrera - Project Director East Austin College Prep – ACE Date

Memorandum of Understanding

ChemBridge Concurrent Enrollment Program

2020 - 2021

Section 1. Program Participants

East Austin College Prep (hence: The School(s)) in **Promesa ISD** (hence: The District), the Division of Diversity and Community Engagement, principally the Dual Enrollment Initiatives (hence: DEI), and the College of Natural Sciences' Department of Chemistry at The University of Texas at Austin (hence: UT-Austin) agree to enter into a collaborative partnership via this Memorandum of Understanding (hence: MOU) with the principal purpose of implementing ChemBridge.

Section 2. Program Description

Although DEI welcomes partnerships with all communities, the mission of ChemBridge is to prepare students from high schools underrepresented in postsecondary institutions for success in college though the implementation of a web-based, concurrent-enrollment chemistry course. ChemBridge allows high school students to earn six (6) hours of college chemistry credit upon satisfactory completion of coursework, while concurrently earning two (2) semesters of high school credit for an advanced science class that serves as an appropriate measure under both the Texas Education Agency's Distinguished Achievement Program and Foundation High School Plan.

By implementing college preparatory experiences, ChemBridge seeks to increase not only the number of underrepresented students matriculating at higher education institutions, but also the number graduating with postsecondary degrees. ChemBridge offers **CH 304K** and **CH 305**, the standard *Chemistry in Context* course taken by first-year non-science majors at The University of Texas at Austin. In addition to offering digitally delivered, classroom-implemented, concurrent-enrollment curricula, ChemBridge's goals include:

- Providing to participating high school students authentic UT-Austin chemistry courses by maintaining the academic standards of the Department of Chemistry through existing campus technologies and procedures.
- Providing to participating high school students a meaningful visit to the UT-Austin campus that promotes a college-going culture through increased college literacy.
- Providing to participating high school teacher(s) opportunities to improve and maintain content knowledge and pedagogy via semiannual workshops and ongoing professional development.

① Increasing higher education matriculation rates at high schools underrepresented in higher education institutions.

Section 3. Program Elements

ChemBridge consists of five (5) main components:

- © Concurrent-enrollment (high school/university) chemistry courses;
- UT-Austin course instructor/coordinator who develops and provides the course curriculum to partnering high school teacher(s);
- A week-long summer professional development workshop at UT-Austin for teacher(s);
- A two-day winter professional development workshop at UT-Austin for teacher(s); and
- ① High school student visit to UT-Austin's campus once during the academic year (fall semester preferred).

Section 4. Program Responsibilities

The responsibilities to implement the five (5) elements of ChemBridge will be shared between The School(s) and/or The District and UT-Austin.

4.1 Responsibilities of The University of Texas at Austin

4.1.1 Administration and Maintenance of the ChemBridge course

The college courses offered in ChemBridge will be maintained on servers operated by UT-Austin. The Department of Chemistry will define the course materials and curriculum.

4.1.2 Registration/Enrollment of Students through University Extension at The University of Texas at Austin

Students will register in ChemBridge via UT-Austin's University Extension (hence: UEX). Students will first need to create UT-Austin Electronic Identification usernames (hence: UT EID) online following instructions. To officially enroll in DEI courses, students will need to complete an online student enrollment form. Students are also required to submit high school transcripts and signed parental releases. UEX will charge a \$110.00 per student registration fee in addition to the program's operating fee of \$190.00. This combined cost is \$300.00 per enrolled

student. DEI will invoice schools after the drop/add deadline, and prompt payment is expected.

4.1.3 Delivery of web-based instructional materials

A server located at UT-Austin will host the course, and all course-related materials will be available from the course's online learning management system.

4.1.4 Awarding Credit from The University of Texas at Austin.

Students will register in ChemBridge via UT-Austin's UEX, and be enrolled in the courses under specific UEX course unique numbers. Once students successfully complete ChemBridge, including final exams, the course letter grades are recorded in the Office of the Registrar at UT-Austin. Credits earned via DEI will appear on a UT-Austin transcript. Credits earned via DEI are considered UT-Austin credit. Credits earned via DEI usually transfer to other higher education institutions, but students are advised to check with their planned collegiate programs. Even students who plan on attending UT-Austin are advised to discuss concurrent-enrollment credit with their academic counselors during orientation.

The *college course* letter grades and awarded credit are solely determined by UT-Austin, and are shared with The School(s). The School(s) awards *high school* grades and credits at its discretion and per The District's policy. These grades are dual but discrete.

Students who receive grades of "D" and "F" in CH 304K in the fall semester may not advance to CH 305 in the spring semester since CH 304K is a prerequisite for CH 305. Students may retake CH 304K and CH 305 in the subsequent semesters when it is provided by re-paying the standard program fee of \$300.00. Reimbursements will not be issued for students who have failed a course.

Students who receive final grades of "D" and "F" for the CH 304K and CH 305 courses will be encouraged to drop the course using UT-Austin's drop procedure (i.e., the provided Q drop form). Dropped ChemBridge courses will *not* appear on student transcripts. *Reimbursements will not be issued for students who have dropped a course after the announced drop/add deadline.*

If students who receive final grades of "D" and "F" for the CH 304K and CH 305 courses do not drop the course on their own, DEI will administratively drop them. *Enrolled ChemBridge students will not receive failing grades on transcripts*. Students must pass the course (i.e., "C-" and above) to receive a letter grade and credit hours via ChemBridge.

4.1.5 Conducting professional development workshops

Two (2) semiannual mandatory professional development workshops will be conducted for the teacher(s) assigned to teach ChemBridge by The School(s) and/or The District.

Teacher(s) must attend the summer and winter professional development workshops. During the workshops, teachers will receive training on the curriculum, technology, and procedures relating to the program's implementation. No additional workshop registration fee will be required, but teacher(s) must complete a short online registration. ChemBridge will provide teacher(s) double-occupancy lodging for multi-day summer and winter workshops. ChemBridge will provide parking for teacher(s) travelling via automobile, including disabled parking when given advanced notice from teacher(s). ChemBridge will provide meals during workshop hours, but other meals outside those hours are the responsibility of the teacher, The School(s), and/or The District. Transportation for teacher(s) to attend the workshops will be the responsibility of The School(s) and/or The District.

4.1.5.1 Summer professional development workshop

A mandatory summer professional development workshop for partnering teacher(s) will be held at UT-Austin, usually Monday through Friday, late July and/or early August. Dates will be announced well in advance. The teacher(s) assigned to the course must complete the attendant professional development workshop for the course before teaching the course at The School(s) within The District. UT-Austin will be responsible for the following at the summer workshop:

- ② Scheduling necessary arrangements, including room reservations, to conduct the workshops.
- ① Developing and facilitating the workshops.
- ① Crediting teacher(s) with continuing education hours.

4.1.5.2 Winter professional development workshop

A mandatory winter professional development workshop for partner teacher(s) will be held at UT-Austin over a two-day period, beginning with a Friday afternoon session and continuing with morning and afternoon sessions the following Saturday. The workshop will be held within the month of January. Dates will be announced well in advance. The teacher(s) assigned to the course must complete the attendant professional development workshop

for the course before teaching the course at The School(s) within The District. UT-Austin will be responsible for the following at the winter workshop:

- ② Scheduling necessary arrangements, including room reservations, to conduct the workshops.
- ① Developing and facilitating the workshops.
- ① Crediting teacher(s) with continuing education hours.

4.1.6 The University of Texas at Austin Course Instructor

The Department of Chemistry will identify a qualified instructor (often called the ChemBridge "coordinator") to act as teacher of record for ChemBridge. This instructor will have the following responsibilities:

4.1.6.1 Conducting the summer and winter professional development workshops

The UT-Austin instructor will organize the content for and facilitate the summer and winter professional development workshops.

4.1.6.2 Assisting The School(s) and District in implementing college courses

The UT-Austin instructor will assist partnering teacher(s) in implementing ChemBridge by providing the necessary training and by providing ongoing support.

4.1.6.3 Maintaining the college courses for Students in The School(s)

The UT-Austin instructor will distribute lectures, videos, homework assignments, quizzes, and examinations, including final exams, to partnering teacher(s) and provide ongoing support in implementing the curriculum.

4.1.6.4 Introducing Students to the college courses

Students enrolled in ChemBridge will be able to meet the UT-Austin instructor via digitally delivered methods, and also during their campus visit. Students will be able to ask questions and get to know the person with whom they will be interacting.

4.1.7 Student Visits to The University of Texas at Austin Campus

Students enrolled in ChemBridge will visit UT-Austin once during the academic year, fall semester preferred (to avoid conflicts with mandated testing at The School(s) during the spring semester). Transportation to and from the required fall visit and associated travel costs will be the responsibility of The School(s) and/or The District. Any necessary lodging accommodations will be the responsibility of The School(s) and/or The District. The visit will include activities similar to the following:

- ① A greeting from a UT-Austin official, and all-day hosting duties by DEI staff.
- Tours of the campus, including residence halls, research laboratories, and museums.
- ① Observe a chemistry class.
- ① An intensive workshop opportunity with the UT-Austin ChemBridge instructor.
- ① Interaction with current UT-Austin students, including a Q&A panel.

4.1.8 Data Sharing Agreement

The University of Texas at Austin, The School(s), and The District shall have a data sharing agreement. If unavailable on the student's transcript and with parental consent, The School(s) and/or The District shall provide the following student demographic data and academic achievement information to The University of Texas at Austin for any and all students involved with programs affiliated with UT-Austin's Division of Diversity and Community Engagement: student's full name, high school identification number, parent contact information, date of birth, ethnicity, gender, citizenship status, socioeconomic status (free, reduced, or fullprice lunch). ChemBridge grades, beginning and end-of-year cumulative GPA, report card grades for all reporting periods, class rank, special program information, EOC/STAAR scores, AP scores, SAT/ACT scores, TSI status/scores, college generation, name of intended postsecondary institution, and intended major. As required by law, The University of Texas at Austin and The District shall 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 (see 4.4).

4.1.9 Classroom Technology Support

UT-Austin's Department of Chemistry will make its curriculum available to partnering teacher(s) through the Canvas online learning management system. UT-Austin will provide online technical support for teacher(s) implementing the curriculum while utilizing this online system.

4.1.9.1 Assisting the teacher in using the ChemBridge course within their classroom

UT-Austin's Canvas support team and/or the ChemBridge instructor will show the teacher(s) how to use the learning management system to access and complete ChemBridge.

4.1.9.2 Providing information to local technology staff

UT-Austin's Canvas support team and/or the DEI staff will provide necessary information as requested to the local technology staff to implement ChemBridge at The School(s). Upon request, UT-Austin's Canvas support team will assess the capability of offering ChemBridge in a given local facility.

4.1.10 Participating in UT Outreach

Where available, School(s) participating in DEI programs like ChemBridge can also partner with UT-Austin for delivery of enhanced college awareness support for students and their parents via region- and community-specific UT Outreach programs. UT Outreach programs also serve students at the School(s) beyond those enrolled in DEI concurrent enrollment college credit courses. Partnership with UT Outreach may require additional MOUs. Data may be shared between DEI and Outreach for School(s) participating in both. Though it covers the major metropolitan areas in Texas, UT Outreach is currently not available for every school and/or district across the Texas.

4.2 Responsibilities of The School(s) and/or The District

The responsibilities of The School(s) and/or The District are as follows:

4.2.1 Teacher Selection

To facilitate ChemBridge, high school teacher(s) must meet the following requirements: teacher certification in the area of chemistry and Advanced Placement and/or Gifted and Talented training. A master's degree in the field of chemistry is preferred. The selection process will require each prospective ChemBridge teacher to complete an application.

Teacher(s) must attend the summer and winter professional development workshops. During the workshops, teachers will receive training on the curriculum, technology, and procedures relating to the program's implementation. No additional workshop registration fee will be required, but teacher(s) must complete a short online enrollment form. ChemBridge will provide lodging for summer and winter workshops that are conducted

for more than one day. Transportation for teacher(s) to attend the workshops will be the responsibility of The School(s) and/or The District.

4.2.2 Class Assignment

DEI recommends that *Scientific Research and Design* be assigned as the high school course title for the two ChemBridge college courses. The Texas Education Agency graduation requirements indicate that *Scientific Research and Design* will count as a fourth science. ChemBridge cannot be listed as either high school Chemistry or high school AP Chemistry since the college-level courses in ChemBridge are not consistent with the TEKS for these high school courses. Further, no other high school courses may be taught in the same class with the ChemBridge courses.

4.2.3 Student Eligibility Requirements

Texas Administrative Code §4.85(b) identifies the requirements that must be met by students who enroll in a college course for concurrent enrollment college credit. Additionally, only students with adequate academic preparation, having completed the necessary foundational coursework and passed the necessary standardized tests in high school, will be allowed to participate in ChemBridge. Such foundational courses must include having previously taken, or being concurrently enrollment in Algebra II (though Pre-Calculus is preferred) and completion of Chemistry I. Additionally, all college readiness benchmarks on standardized tests for previous academic years' passing standards must be met. Recommendations from chemistry teacher(s) are encouraged.

4.2.4 Class Size Limits

Unless otherwise agreed upon by DEI and The School(s), a minimum of twelve (12) students per class at The School(s) must be enrolled. Unless otherwise agreed upon by DEI and The School(s), there is a maximum of twenty-five (25) students per class. Multiple ChemBridge classes can be offered at The School(s). There is no limit to the number of students who can enroll, provided they meet eligibility requirements noted above.

4.2.5 Providing to the students the textbook specified by The University of Texas at Austin

If a textbook is used for ChemBridge, the Department of Chemistry will select that textbook. The School(s) and/or The District will be responsible for providing each student with a copy of the most recent version of that textbook. The current textbook is *Chemistry in Context*, 8th Edition, American Chemical Society (Eubanks), McGraw-Hill. Students may use either physical or electronic versions of the textbook.

4.2.5.1 Distributing to students printed course materials specified by The University of Texas at Austin

If additional course materials are used for ChemBridge, the Department of Chemistry will select those materials. The School(s) and/or The District will be responsible for providing the necessary resources, and for duplicating (when necessary) and distributing these materials to the students. Teacher(s) will require easy access to a copier and computer printer.

4.2.6 Access to the Canvas Online Learning Management System

The School(s) will work with the Canvas support team and DEI staff to ensure that enrolled students and partnering teacher(s) can access the webbased Department of Chemistry's curriculum while at The School(s).

4.2.7 Providing to the students adequate computer access specified by The University of Texas at Austin

The School(s) and/ or The District must ensure that enrolled ChemBridge students will have reliable daily scheduled access to online curricular materials via computers that adequately meet the specifications defined by UT-Austin. (See Appendix I.)

Additionally, The School(s) and/or The District agree not to decrease either access to or the connectivity speed of online resources relating to Canvas and ChemBridge, even during periods of testing. School(s) will not "throttle" bandwidth.

Additionally, The School(s) and/or The District agree to provide access to external sites for educational purposes as indicated in the ChemBridge curriculum, granting security (i.e., firewall) exceptions as needed. School(s) will "unblock" pedagogically pertinent websites.

4.2.8 Collecting and Grading Assignments

At the discretion and direction of the ChemBridge instructor, partnering teacher(s) will be responsible for collecting and grading various written assignments per unit. Teacher(s) will deliver the graded assignments to the instructor after the unit exam, but before the final exam, for verification of completion of written work.

4.2.9 Transportation for and Chaperoning of Student Visit to The University of Texas at Austin

Enrolled ChemBridge students will visit UT-Austin once during the academic year, fall semester preferred (to avoid conflicts with mandated testing at The School(s) during the spring semester). Transportation to and from the required campus visit, any overnight lodging needs, and all other associated travel costs will be the responsibility of The School(s) and/or The District. The School(s) and/or The District are responsible for making transportation and lodging arrangements. Teacher(s) participating in DEI programs are expected to attend the campus visit with their students. The School(s) is also expected provide a reasonable number of chaperons sufficient to supervise students while on campus.

4.2.10 Data Sharing Agreement

The University of Texas at Austin, The School(s), and The District shall have a data sharing agreement. If unavailable on the student's transcript and with parental consent, The School(s) and/or The District shall provide the following student demographic data and academic achievement information to The University of Texas at Austin for any and all students involved with programs affiliated with UT-Austin's Division of Diversity and Community Engagement: student's full name, high school identification number, parent contact information, date of birth, ethnicity, gender, citizenship status, socioeconomic status (free, reduced, or fullprice lunch), ChemBridge grades, beginning and end-of-year cumulative GPA, report card grades for all reporting periods, class rank, special program information, EOC/STAAR scores, AP scores, SAT/ACT scores, TSI status/scores, college generation, name of intended postsecondary institution, and intended major. As required by law, The University of Texas at Austin and The District shall 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 (see 4.4).

4.2.11 Provide financial support for The University of Texas at Austin staff necessary to implement ChemBridge as specified by The University of Texas at Austin

4.2.11.1 Cost

The cost of ChemBridge to The School(s) and/or The District is defined on a per student basis. Program costs are dependent upon a variety of economic factors that may change from year to year. Consequently, the program costs will be evaluated and adjusted annually. The School(s) and/or The District will be responsible for paying program fees. It is up to the discretion of The School(s) and/or The District to determine who is responsible for paying program fees and from what funding source payments will be

drawn. A *single* payment either for all enrolled ChemBridge students at a school or all enrolled ChemBridge students in a district is expected. Checks should be made out to The University of Texas at Austin.

A fee of \$300.00 per enrolled student will be due within twenty-one (21) days of receipt of invoice. (See Section 4.1.2 above.) Invoices will be sent electronically, with paper copies available upon request. It is the responsibility of The School(s) and/or The District to provide DEI staff the appropriate contact information for receiving the invoice. Reimbursements will not be issued for students who drop after the announced drop/add deadline. Reimbursements will not be issued for students who fail a course.

If The School(s) and/or The District terminate this MOU without cause after ChemBridge staff has already begun implementing programmatic elements, a prorated invoice will be sent to administrators at The School(s) and/or The District covering the cost of services and materials rendered up to date of termination.

4.2.11.2 Payment

All ChemBridge invoices are due payable, in full, to The University of Texas at Austin within twenty-one (21) days of receipt by The School(s) and/or The District. Checks should be made out to "The University of Texas at Austin."

Payments should be postal mailed to:

C/O Dr. Jacob Ptacek, Executive Director, DEI The University of Texas at Austin ChemBridge Program 505 East Huntland Drive, Suite 270 Austin, Texas 78752 Mail Code: E1600

4.3 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, fine, 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 result 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.

4.4 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 ChemBridge 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.

Section 5. 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 MOU, the other party may terminate this MOU 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 thirty-day period.

Either party may terminate this MOU without cause upon thirty (30) days advance written notice of termination to the other party.

If The School(s) and/or The District terminate this MOU without cause after ChemBridge staff has already begun implementing programmatic elements, a prorated invoice will be sent to administrators at The School(s) and/or The District covering the cost of services and materials rendered up to termination.

Section 6. Term

This Memorandum of Understanding covers a period of one (1) academic year, beginning 1 July 2020 and ending 30 June 2021 for **ChemBridge**.

All parties must sign and return this Memorandum of Understanding prior to 1 July 2020 start date. *Please return the entire MOU, not just the signed term page.* Electronic submissions of signed MOUs is requested and preferred.

This Memorandum of Understanding may be renewable, contingent upon resources being available.

| | 2020-01-23 16:21 | :36 PST |
|---|-------------------------|--------------------------------|
| Agreed and accepted this | day of | 2020. |
| DISTRICT | | |
| Signed on Behalf of School/District: _ | | |
| Name: | | |
| Title: | | |
| Signed on Behalf of School/District: _ | | |
| Name: | | |
| Title: | | |
| NB: Only one signature required, but m | ultiple can be provided | d, per school/district policy. |
| The representative of The School(s) and that s/he signs as a properly authori District, and does not assume any personal structure. | ized representative of | The School(s) and/or The |
| THE UNIVERSITY OF TEXAS AT | AUSTIN | |
| Signed on Behalf of UT-Austin: Name: Linda Shaunessy Title: Business Contracts Administrator | | |

Appendix I. Technology Requirements

The following describes the *minimum* technology requirements for participating in ChemBridge. These guidelines apply to both participating teachers and students.

Computer and Classroom Requirements

Video Playback Support: The curriculum will often incorporate online videos. All videos will be accessed via Canvas and hosted on UT Web. Your school's online security protocols need to allow playback of video from these sites. Computers should have the capability to stream video and play audio. *Network bandwidth of 1.5 Mbps per user is recommended for smooth playback.*

Classroom Projection of Lecture: Classrooms should have the ability to project video and audio so students can view materials as a class. The projector should support XGA resolution or better with audio.

Email Addresses: Every student and teacher should have an active email address that they are in the habit of frequently checking. Functional emails are required for creation of Canvas accounts, for communicating with DEI staff, and for receiving course credit. Students should have the ability to access email while in class via either desktop or mobile devices.

Connectivity and Accessibility: Do not throttle down bandwidth for students and teachers participating in DEI courses at any point during the year. Please do not block access to external sites indicated as pedagogically useful in the DEI college curricula. Decreasing access and speed may jeopardize students' ability to complete college coursework and earn credit.

Browsers Requirements

Most popular web browsers are standards compliant and will work for accessing online curricular resources. Whichever browser you opt to use, please ensure that you are using the *most recent* version. Please ensure any browsers used are secured and fully functional by regularly downloading and installing patches and updates.

UT-Austin recommends the following browser requirements to maintain compatibility across most curricular websites:

- The browser should have JavaScript installed and enabled. JavaScript is a scripting language that may be used to provide interactive and dynamic pages. Some course websites may not function properly if JavaScript is disabled.
- The browser should have Adobe Reader and Adobe Flash Player (currently version 19) installed and enabled. Reader allows students to read PDF files. Flash Player

is a plug-in feature essential for many audio and video playback. Some course websites may not function properly if Flash is disabled.

- The browser should be configured to accept cookies. A cookie is a text-only user identifier string that gets entered into the memory of your browser. Many course websites will not function if cookies cannot be accepted; for example, the UT EID authentication system uses cookies.
- The browser should be capable of 128-bit Secure Sockets Layer (SSL) encryption. SSL certificates protect sensitive information during online transactions. Most modern browsers are capable of this encryption support.

For the most updated details on which browsers Canvas supports, see https://community.canvaslms.com/docs/DOC-1284

Canvas Learning Management System

DEI courses use Canvas for course management, including delivering curriculum, communicating, and grading. Students and teachers will require UT EIDs to access Canvas. The URL for DEI's Canvas sites is **utexaslearn.instructure.com**. As noted on the Canvas site, "Canvas and its hosting infrastructure are designed for maximum compatibility and minimal requirements." There should be enough computers for every student in the class to access their own individual Canvas accounts at the same time. Each computer should have the following minimum specifications, per Canvas's suggestion, to run Canvas adequately:

Screen Size: Canvas is best viewed at a minimum of 1024x600, which is the average size of a notebook computer. If you want to view Canvas on a device with a smaller screen, it is recommended that you use the Canvas mobile application.

Operating Systems

- Windows XP SP3 and newer
- Mac OSX 10.6 and newer
- D Linux chromeOS

Mobile Operating System Native App Support

iOS 7 and newer

P

(F)

Android 2.3 and newer

For the most updated details on mobile accessibility and functionality, see Canvas's mobile specifications page, where Canvas notes that it "is built on open web standards and uses minimal instances of Flash, so most features are supported on mobile devices." https://community.canvaslms.com/docs/DOC-1542

Computer Speed and Processor

Use a computer 5 years old or newer when possible

- ① 1GB of RAM
- ② 2GHz processor

Internet Speed: Along with compatibility and web standards, Canvas has been carefully crafted to accommodate low bandwidth environments. *A minimum of 512kbps per computer is suggested, though as much as 1.5Mbps may be required for interactive homework and video playback.*

Screen Readers

- Macintosh: VoiceOver (latest version for Safari)
- © PC: JAWS (latest version for Internet Explorer 10 &11)
- PC: NVDA (latest version for Firefox)
- There is no screen reader support for Canvas in Chrome

For the most updated details, see Canvas's computer specifications page: https://community.canvaslms.com/docs/DOC-2059

Sapling Interactive Homework Application

ChemBridge uses Sapling to provide students real-time feedback as they work on homework assignments. There should be enough computers for every student in the class to access their own individual Sapling assignments at the same time. Each computer should have the following minimum specifications, per Sapling's suggestion, to run Sapling adequately:

Operating Systems

- Microsoft Windows XP, Vista, 7, or 8
- Mac OS X 10.4 or newer
- © Chrome OS 30 or newer

Computer Speed and Processor

- ① 1 GHz processor or faster
- © 512 MB of DDR2 RAM or more

Browsers

- © Chrome 30 or newer
- Firefox 24 or newer
- ① Safari 4.1 or newer
- ① Internet Explorer 9 or newer
- Microsoft Edge 20 or newer

Sapling requires Flash Player, version 11 or newer.

For the most updated details, see Sapling's computer specifications page: http://www2.saplinglearning.com/help/higher-education-us/system-requirements



Certificate Of Completion

Envelope Id: DFCA75B35A5849A2A079E3E3B1199450

Subject: Signature request on Contract East Austin College Prep - ChemBridge

Source Envelope:

Document Pages: 16 Certificate Pages: 2 AutoNav: Enabled

Envelopeld Stamping: Enabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Status: Sent

Envelope Originator:
UT Business Contracts
1 University Station
Austin, TX 78712

vpcfo.contracts@austin.utexas.edu
IP Address: 199.188.157.82

Record Tracking

Status: Original

1/23/2020 5:34:23 PM

Holder: UT Business Contracts

vpcfo.contracts@austin.utexas.edu

Location: DocuSign

Signer Events

Linda Shaunessy lis236@eid.utexas.edu

Businesss Contracts Administrator University of Texas at Austin

Security Level: Email, Account Authentication

(None)

Signature

Signatures: 1

Initials: 0

Docusigned by:
Linda Shannessy

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Signature Adoption: Pre-selected Style Using IP Address: 136.49.138.145

Timestamp

Sent: 1/23/2020 5:37:06 PM Viewed: 1/23/2020 6:21:27 PM Signed: 1/23/2020 6:21:36 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

| In Person Signer Events | Signature | Timestamp |
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| Editor Delivery Events | Status | Timestamp |
| Agent Delivery Events | Status | Timestamp |
| Jacob Ptacek jcp985@eid.utexas.edu University of Texas at Austin Security Level: Email, Account Authentication (None) | | Sent: 1/23/2020 6:21:37 PM Viewed: 1/28/2020 4:15:52 PM |
| Electronic Record and Signature Disclosure: Not Offered via DocuSign | | |

| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
| Carbon Copy Events | Status | Timestamp |
| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |

| Envelope Summary Events | Status | Timestamps |
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| Payment Events | Status | Timestamps |





Memorandum of Understanding: Learning while Leading

We welcome you to Learning while Leading, a project led by Ensemble Learning to improve leadership skills on your campus through the problem of improving English learner instruction. We are excited about this project and being able to do it with you! An additional task of this project is to examine the impact of Learning while Leading on school climate, teachers' instruction, and student achievement. In coordination with our evaluation partners at the American Institutes for Research (AIR), we wanted to make sure you were informed about the project overview and requirements, as well as have the opportunity to ask questions, before confirming your participation.

This document contains an overview of the project, followed by a description of the roles and responsibilities for your school. Please review the contents of this document and sign the last page to indicate your formal agreement to participate.

Overview

Ensemble Learning's leadership development program, Learning while Leading, focuses on developing principals and school leadership teams as they tackle the challenge of serving English Learners. The work will focus on increasing the strength of the team, instructional expertise related to English learners, using data to make a plan for achievement and school culture, and ongoing continuous improvement.

The program will include:

- Four all-day trainings with professional development on supporting English learner instruction
- Support from a principal coach
- Protocols and tools to develop school leadership teams
- Protocols and tools to improve English language instruction
- Data analysis to provide support to schools
- Access to free micro-credentials related to leadership development (provided by Bloomboard). Ensemble will also provide \$250 to schools for each micro-credential completed (up to 10 per school)
- Coordinated walkthroughs that will provide information to school leadership on classroom instruction.

Because this program includes an evaluation component, schools will be randomly assigned to participate either beginning in January 2019 (through April 2020) or in beginning in May 2020 (through February 2021).

Roles and Responsibilities

We look forward to partnering with your school for this exciting project! Please note that your school's participation in this project is voluntary. Your school and staff will not be penalized in any way for not participating and you may discontinue participation at any time without penalty.

We would expect the following of all schools who agree to participate:

- Maintain a sustained commitment to participate in the project. All schools are
 expected to participate in the Learning while Leading project as designed. This includes
 meeting with your coach, participating in network and accountability events, and
 applying the learnings from those events in your school.
- Adhere to the results of the random assignment process. It is essential that the groupings that result from the random assignment process remain intact over the course of the study. Schools assigned by lottery to implement the Learning while Leading model in January 2019 will serve as the treatment group. Their counterparts assigned to implement Learning while Leading in fall of 2020 will serve as a control group. Schools randomly assigned to the control group must continue with "business as usual" practices for leadership development until Learning while Leading implementation begins in the fall of 2020. Staff and students in control schools should continue to receive any services that would be offered to them in the absence of the study.
- Reasonable confidentiality. Because many of you are from the same districts or neighboring schools, it's important to keep what you have learned contained to your campus until the end of the study. Cross contamination between treatment and control campuses can create problems when detecting an effect of the program. Please do not discuss what you are learning outside of your campus and cohort.
- Participate in all data collection activities. Participating schools should participate in all the study's data collection activities.
 - o For all schools, these include:
 - Providing the AIR study team with staff rosters in Winter 2019, Summer 2019, Winter 2020, and Summer 2020.
 - Providing the AIR study team with student demographic data and standardized test score data for the 2017-18 through 2019-20 school years.
 - Encouraging all teachers in your school to participate in a school culture survey in February 2019 and March 2020.
 - Allow for four teachers, randomly selected, to have their lessons recorded in Spring 2020.
 - O Additionally, we will ask that schools in the first cohort also participate in the following:
 - One 45-minute interview with the principal and/or other members of the school leadership team at the end of the 2018-19 school year

- One 45-minute interview with the principal and/or other members of the school leadership team at the end of the 2019-20 school year
- Complete post event surveys after each network meeting and accountability event

Benefits to Participation

There are many benefits of participation for your school. This project will provide principals and their leadership teams with job-embedded, research-based training. Participating schools will receive four sessions with an expert trainer on English learners, one-on-one leadership coaching, and the opportunity to complete micro-credentials. Participants will be provided coaching and support aimed at improving school leadership and overall instruction.

Risks to Participation

The risks to participating in this project are minimal. The AIR research team will maintain the confidentiality of all staff- and student-level data they receive in accordance with FERPA and state privacy laws and standards. Schools, students, and staff members will not be identified by name in any reports that result from this project.

Participants' information collected as part of the research, even if identifiers are removed, will not be used or distributed for future research studies.

Ouestions or Comments

If you have any questions or comments about the study or the opportunity it provides for your school, please feel free to contact Ryan Eisner (312-283-2300, reisner@air.org) or Elise Darwish (510-407-8673, edarwish@ensemblelearning.org).

If you have concerns or questions about your rights as a research participant, contact AIR's Institutional Review Board (IRB), which is responsible for the protection of project participants, at IRB@air.org, toll free at 1-800-634-0797, or c/o IRB, 1000 Thomas Jefferson St. NW, Washington, DC 20007.

Please sign below to agree that you have read this document and agree to participate in Learning while Leading.

Signature Printed Name Title Date

Memorandum of Understanding

WritingBridge Concurrent Enrollment Program

2020 - 2021

Section 1. Program Participants

East Austin College Prep (hence: The School(s)) in Promesa ISD (hence: The District), the Division of Diversity and Community Engagement, principally the Dual Enrollment Initiatives (hence: DEI), and the Department of Rhetoric and Writing at The University of Texas at Austin (hence: UT-Austin) agree to enter into a collaborative partnership via this Memorandum of Understanding (hence: MOU) with the principal purpose of implementing WritingBridge program.

Section 2. Program Description

Although DEI welcomes partnerships with all communities, the mission of WritingBridge is to prepare students from high schools underrepresented in postsecondary institutions for success in college though the implementation of two (2) web-based, concurrent-enrollment rhetoric and writing courses. WritingBridge allows high school students to earn six (6) hours of college rhetoric and writing credit upon satisfactory completion of coursework, while concurrently earning two (2) semesters of high school credit for an advanced English Language Arts class that serves as an appropriate measure under both the Texas Education Agency's Distinguished Achievement Program and Foundation High School Plan. The Texas Common Course Numbering System specifies that RHE 306 generally transfers to other higher education institutions as English 1301 (or Composition 1), and RHE 309K generally transfers as English 1302 (or Composition 2).

By implementing college preparatory experiences, WritingBridge seeks to increase not only the number of underrepresented students matriculating at higher education institutions, but also the number graduating with postsecondary degrees. WritingBridge offers **RHE 306** and **RHE 309K**, the standard *Rhetoric and Writing* courses required for all students at UT-Austin. In addition to offering web-based, concurrent-enrollment courses, program goals include:

- Providing to participating high school students authentic UT-Austin rhetoric and writing courses by maintaining the academic standards of the Department of Rhetoric and Writing through existing campus technologies and procedures.
- Providing to participating high school students a meaningful visit to the UT-Austin campus that promotes a college-going culture through increased college literacy.

- Providing to participating high school teacher(s) opportunities to improve and maintain content knowledge and pedagogy via semiannual workshops and ongoing professional development.
- ① Increasing higher education matriculation rates at high schools underrepresented in postsecondary institutions.
- ① Improve college-level writing abilities of students at high schools underrepresented at higher education institutions. Another focus of WritingBridge is to connect students from underrepresented high schools to an academic community of readers and writers.

Section 3. Program Elements

WritingBridge consists of five (5) main components:

- Two concurrent enrollment (high school/university) rhetoric and writing courses;
- ① UT-Austin course instructors/program coordinators who develop and provide the course curriculum to partnering high school teacher(s);
- ① A week-long summer professional development workshop for teacher(s) at UT-Austin;
- A two-day winter professional development workshop for teacher(s) at UT-Austin; and
- ① High school student visit to UT-Austin's campus once during the academic year (fall semester preferred).

Section 4. Program Responsibilities

The responsibilities to implement the five (5) elements of WritingBridge will be shared between The School(s) and/or The District and UT-Austin.

4.1 Responsibilities of The University of Texas at Austin

4.1.1 Administration and Maintenance of the WritingBridge course

The college courses offered in WritingBridge will be maintained on servers operated by UT-Austin. The Department of Rhetoric and Writing will define the course materials and curriculum.

4.1.2 Registration/Enrollment of Students through University Extension at The University of Texas at Austin

Students will register in WritingBridge via UT-Austin's University Extension (hence: UEX). Students will first need to create UT-Austin Electronic Identification usernames (hence: UT EID) online following instructions. To officially enroll in DEI courses, students will need to complete an online WritingBridge student enrollment. Students are also required to submit high school transcripts and signed parental releases. UEX will charge a \$110.00 per student registration fee in addition to the program's operating fee of \$190.00. This combined cost is \$300.00 per enrolled student. DEI will invoice schools after the drop/add deadline, and prompt payment is expected.

4.1.3 Delivery of web-based instructional materials

A server located at UT-Austin will host the course, and all course-related materials will be available from the course's online learning management system.

4.1.4 Awarding Credit from The University of Texas at Austin.

Students will register in WritingBridge via the UT-Austin's UEX, and be enrolled in the courses under specific UEX course unique numbers. Once students successfully complete WritingBridge, the course letter grades are recorded in the Office of the Registrar at UT-Austin. Credits earned via DEI will appear on a UT-Austin transcript. Credits earned via DEI are considered UT-Austin credit. Credits earned via DEI usually transfer to other higher education institutions, but students are advised to check with their planned collegiate programs. Even students who plan on attending UT-Austin are advised to discuss concurrent enrollment college credit with their academic counselors during orientation.

The *college course* letter grades and awarded credit are solely determined by UT-Austin, and are shared with The School(s). The School(s) awards *high school* grades and credits at its discretion and per The District's policy. Grades are dual but discrete.

Students who receive grades of "D" and "F" in RHE 306 in the fall semester may not advance to RHE 309K in the spring semester since RHE 306 is a prerequisite for RHE 309K. Students may retake RHE 306 and RHE 309K in the subsequent semesters when it is provided by re-paying the standard program fee of \$300.00. *Reimbursements will not be issued for students who have failed a course*.

Students who receive final grades of "D" and "F" for the RHE 306 and RHE 309K courses will be encouraged to drop the course using UT-Austin's drop procedure (i.e., the Q drop form). Dropped WritingBridge courses will not appear on student transcripts. *Reimbursements will not be*

issued for students who have dropped a course after the announced drop/add deadline.

If students who receive final grades of "D" and "F" for the RHE 306 and RHE 309K courses do not drop the course on their own, DEI will administratively drop them. *Enrolled WritingBridge students will not receive failing grades on transcripts*. Students must pass the course (i.e., "C-" and above) to receive a letter grade and credit hours on transcripts via WritingBridge.

4.1.5 Conducting professional development workshops

Two (2) semiannual mandatory professional development workshops will be conducted for the teacher(s) assigned to teach WritingBridge by The School(s) and/or The District.

Teacher(s) must attend the summer and winter professional development workshops. During the workshops, teachers will receive training on the curriculum, technology, and procedures relating to the program's implementation. No additional workshop registration fee will be required, but teacher(s) must complete a short online enrollment form. W WritingBridge will provide teacher(s) double-occupancy lodging for multi-day summer and winter workshops. WritingBridge will provide parking for teacher(s) travelling via automobile, including disabled parking when given advanced notice from teacher(s). WritingBridge will provide meals during workshop hours, but other meals outside those hours are the responsibility of the teacher, The School(s), and/or The District. Transportation for teacher(s) to attend the workshops will be the responsibility of The School(s) and/or The District.

4.1.5.1 Summer professional development workshop

A mandatory summer professional development workshop for partnering teacher(s) will be held at UT-Austin, usually Monday through Friday, late July and/or early August. Dates will be announced well in advance. The teacher(s) assigned to the course must complete the attendant professional development workshop for the course before teaching the course at The School(s) within The District. UT-Austin will be responsible for the following at the summer workshop:

- © Scheduling necessary arrangements, including room reservations, to conduct the workshops.
- ① Developing and facilitating the workshops.
- ① Crediting teacher(s) with continuing education hours.

4.1.5.2 Winter professional development workshop

A mandatory winter professional development workshop for partner teacher(s) will be held at UT-Austin over a two-day period, beginning with a Friday afternoon session and continuing with morning and afternoon sessions the following Saturday. The workshop will be held within the month of January. Dates will be announced well in advance. The teacher(s) assigned to the course must complete the attendant professional development workshop for the course before teaching the course at The School(s) within The District. UT-Austin will be responsible for the following at the winter workshop:

- © Scheduling necessary arrangements, including room reservations, to conduct the workshops.
- ① Developing and facilitating the workshops.
- ① Crediting teacher(s) with continuing education hours.

4.1.6 The University of Texas at Austin Course Instructor

The Department of Rhetoric and Writing will identify a qualified instructor (often called the WritingBridge "coordinator") to act as teacher of record for WritingBridge. This instructor will have the following responsibilities:

4.1.6.1 Conducting the summer and winter professional development workshops

The UT-Austin instructor will organize the content for and facilitate the summer and winter professional development workshops.

4.1.6.2 Assisting The School(s) and District in implementing college courses

The UT-Austin instructor will assist partnering teacher(s) in implementing WritingBridge by providing the necessary training and by providing ongoing support.

4.1.6.3 Maintaining the college courses for Students in The School(s)

The UT-Austin instructor will distribute syllabi, assignment prompts, rubrics, and daily lesson plans to partnering teacher(s) and provide ongoing support in implementing the curriculum.

4.1.6.4 Introducing Students to the college courses

Students enrolled in WritingBridge will be able to meet the UT-Austin instructor via digitally delivered methods, and also during their campus visit. Students will be able to ask questions and get to know the persons with whom they will be interacting.

4.1.6.5 Supervise Assistant Instructors Graders

The UT-Austin instructor will supervise all assistant instructors participating in WritingBridge as principal graders and additional curricular support for teachers.

4.1.7 The University of Texas at Austin Assistant Instructors

The Department of Rhetoric and Writing will identify qualified graduate Assistant Instructors (hence: AIs) to provide online feedback to enrolled WritingBridge students regarding essay content and to assess final essays. AIs will also assist DEI staff in facilitating semiannual workshops for teachers and hosting UT-Austin campus visits for students, including class observations and workshop sessions. AIs will also be available to support teachers in the implementation of WritingBridge curriculum.

4.1.8 Student Visits to The University of Texas at Austin Campus

Students enrolled in WritingBridge will visit UT-Austin once during the academic year, fall semester preferred (to avoid conflicts with mandated testing at The School(s) during the spring semester). Transportation to and from the required fall visit and associated costs will be the responsibility of The School(s) and/or The District. Any necessary lodging accommodations will be the responsibility of The School(s) and/or The District. The visit will include activities similar to the following:

- ① A greeting from a UT-Austin official, and all-day hosting duties by DEI staff.
- Tours of the campus, including residence halls, research facilities, and museums.
- ① Observe and participate in a rhetoric and writing class.
- ② Participate in writing workshop conducted by WritingBridge staff and UT students.
- ② An intensive workshop opportunity with the UT-Austin WritingBridge instructor.
- ① Interaction with current UT-Austin students, including a Q&A panel.

4.1.9 Data Sharing Agreement

The University of Texas at Austin, The School(s), and The District shall have a data sharing agreement. If unavailable on the student's transcript and with parental consent, The School(s) and/or The District shall provide the following student demographic data and academic achievement information to The University of Texas at Austin for any and all students involved with programs affiliated with UT-Austin's Division of Diversity and Community Engagement: student's full name, high school identification number, parent contact information, date of birth, ethnicity, gender, citizenship status, socioeconomic status (free, reduced, or full-price lunch), WritingBridge grades, beginning and end-of-year cumulative GPA, report card grades for all reporting periods, class rank, special program information, EOC/STAAR scores, AP scores, SAT/ACT scores, TSI status/scores, college generation, name of intended postsecondary institution, and intended major. As required by law, The University of Texas at Austin and The District shall 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 (see 4.4).

4.1.10 Classroom Technology Support

UT-Austin's Department of Rhetoric and Writing will make its curriculum available to partnering teacher(s) through the Canvas online learning management system. UT-Austin will provide online technical support for teacher(s) implementing the curriculum while utilizing this online system.

4.1.10.1 Assisting the teacher in using the WritingBridge course within their classroom

UT-Austin's Canvas support team and/or the WritingBridge instructor will show the teacher(s) how to use the learning management system to access and complete WritingBridge.

4.1.10.2 Providing information to local technology staff

UT-Austin's Canvas support team and/or the DEI staff will provide necessary information as requested to the local technology staff to implement WritingBridge at The School(s). Upon request, UT-Austin's Canvas support team will assess the capability of offering WritingBridge in a given local facility.

4.1.11 Participating in UT Outreach

Where available, School(s) participating in DEI programs like WritingBridge can also partner with UT-Austin for delivery of enhanced college awareness support and matriculation preparation for students and their parents via region- and community-specific UT Outreach programs. UT Outreach programs also serve students at the School(s) beyond those enrolled in DEI concurrent enrollment

college credit courses. Partnership with UT Outreach may require additional MOUs. Data may be shared between DEI and Outreach for School(s) participating in both. Though it covers the major metropolitan areas in Texas, UT Outreach is currently not available for every school and/or district across Texas.

4.2 Responsibilities of The School(s) and/or The District

The responsibilities of The School(s) and/or The District are as follows:

4.2.1 Teacher Selection and Responsibilities

To facilitate WritingBridge, high school teacher(s) must meet the following requirements: teacher certification in the area of English and/or rhetoric and composition and Advanced Placement and/or Gifted and Talented training. A master's degree in the field of English and/or rhetoric and composition is preferred. The selection process will require each prospective WritingBridge teacher to complete an application.

Teacher(s) must attend the summer and winter professional development workshops. During the workshops, teachers will receive training on the curriculum, technology, and procedures relating to the program's implementation. No additional workshop registration fee will be required, but teacher(s) must complete a short online enrollment form. WritingBridge will provide lodging for summer and winter workshops that are conducted for more than one day. Transportation for teacher(s) to attend the workshops will be the responsibility of The School(s) and/or The District.

The partnering teacher(s) will have the following instructional responsibilities:

- ① Deliver weekly teaching modules.
- ① Supplement curriculum based on specific student needs.
- Provide feedback on draft submissions' formatting, sentence-level correctness, and content.
- ① Assess final submissions and share results with the WritingBridge Coordinator and partnering Assistant Instructor.
- Provide grades for incremental assignments as required by School and District policies.
- ① Attend required summer and winter teacher professional development workshops.
- ① Accompany students on the UT-Austin campus visit, and remain with them the entire day.
- ① Implement peer reviewing among high school students.
- ① Maintain frequent communication with WritingBridge staff, especially partnering Assistant Instructor, primarily via email.

4.2.2 Class Assignment

To allow for course-equivalency crosswalk under the Distinguished Achievement Program for students entering high school prior to 2014-2015, the high school course title should be one of the following TEA-approved courses: *Practical Writing Skills* and *Research and Technical Writing*. These high school courses are generally considered English electives that students take in addition to their core English requirements. WritingBridge should not be listed as either high school English III / IV or high school AP English since the college-level WritingBridge curriculum is not explicitly designed to be consistent with every standard for these high school courses. Further, no other high school courses may be taught in the same class with the WritingBridge courses. The Texas Common Course Numbering System specifies that RHE 306 generally transfers to other higher education institutions as *English 1301* (or *Composition 1*), and RHE 309K generally transfers as *English 1302* (or *Composition 2*).

It should be noted that recent state legislation (i.e., House Bill 5, 83rd Texas Legislature, Regular Session, 2013) enacting the Foundation High School Plan permits students entering high school in 2014-2015 and after to fulfill their fourth required ELA course via the *Research and Technical Writing* class. For current junior- and senior-level students not effected by the new law, WritingBridge recommends offering RHE 306 and RHE 309K as a year-long elective in the interim, preparing the course schedule for when this elective can be counted as a core fourth course for seniors under the Foundation High School Plan.

4.2.3 Student Requirements and Class Size Limits

Texas Administrative Code §4.85(b) identifies the requirements that must be met by each student who enrolls in a college course for concurrent enrollment college credit. Additionally, only students with adequate academic preparation, having completed the necessary foundational coursework and passed the necessary standardized tests in high school, will be allowed to participate in WritingBridge. Such foundational courses must include completion of Pre-AP English II and AP English III (or concurrent enrollment). Additionally, all college readiness benchmarks on standardized tests, especially concerning English Language Arts areas of reading and writing, for previous academic years' passing standards must be met. Recommendations from English teacher(s) are encouraged. *Texas Success Initiative (TSI) indicators are not relevant for determining participation*.

4.2.4 Class Size Limits

Unless otherwise agreed upon by DEI and The School(s), a minimum of twelve (12) students per class at The School(s) must be enrolled. Unless otherwise agreed upon by DEI and The School(s), there is a maximum of twenty-five (25) students per class. Multiple WritingBridge classes can be offered at The School(s). There is no limit to the number of students who can enroll, provided they meet eligibility requirements noted above.

4.2.5 Providing to the students the textbook specified by The University of Texas at Austin

If a textbook is used for WritingBridge, the Department of Rhetoric and Writing will select that textbook. The School(s) and/or The District will be responsible for providing each student with a copy of the most recent version of that textbook. Currently WritingBridge does *not* require purchase of textbooks.

4.2.6 Distributing to students printed course materials specified by The University of Texas at Austin

When additional course materials are used for WritingBridge, the Department of Rhetoric and Writing will select those materials. The School(s) and/or The District will be responsible for providing the necessary resources, and for duplicating and distributing these materials to the students. Teacher(s) will require easy access to a copier and computer printer.

4.2.7 Essay Submission Rates

Participating high school teachers will be responsible for ensuring that at least 85% of enrolled WritingBridge students submit final drafts of essay assignments. Using the provided rubrics, high school teachers will grade all final essays and submit the scores to the WritingBridge Coordinator and the partnering Assistant Instructor assigned to their campuses. High school students will be required to upload multiple submissions of essays to the designated course management site.

4.2.8 Providing to the students adequate computer access and course meeting time specified by The University of Texas at Austin

The School(s) and/ or The District must ensure that enrolled WritingBridge students will have reliable daily scheduled access to online curricular materials via computers that adequately meet the specifications defined by the Department of Rhetoric and Writing. (See Appendix I.)

Additionally, The School(s) and/or The District agree not to decrease either access to or the connectivity speed of online resources relating to Canvas and WritingBridge, even during periods of testing. School(s) will not "throttle" bandwidth.

Additionally, The School(s) and/or The District agree to provide access to external sites for educational purposes as indicated in the WritingBridge curriculum, granting security (i.e., firewall) exceptions as needed. School(s) will "unblock" pedagogically pertinent websites.

4.2.9 Transportation for and Chaperoning of student visit to The University of Texas at Austin

Enrolled WritingBridge students will visit UT-Austin once during the academic year, fall semester preferred (to avoid conflicts with mandated testing at The School(s) during the spring semester). Transportation to and from the required campus visit, any overnight lodging needs, and all other associated travel costs will be the responsibility of The School(s) and/or The District. The School(s) and/or The District are responsible for making transportation and lodging arrangements. Teacher(s) participating in DEI programs are expected to attend the campus visit with their students. The School(s) is also expected provide a reasonable number of chaperons sufficient to supervise students while on campus.

4.2.10 Data Sharing Agreement

The University of Texas at Austin, The School(s), and The District shall have a data sharing agreement. If unavailable on the student's transcript and with parental consent, The School(s) and/or The District shall provide the following student demographic data and academic achievement information to The University of Texas at Austin for any and all students involved with programs affiliated with UT-Austin's Division of Diversity and Community Engagement: student's full name, high school identification number, parent contact information, date of birth, ethnicity, gender, citizenship status, socioeconomic status (free, reduced, or full-price lunch), WritingBridge grades, beginning and end-of-year cumulative GPA, report card grades for all reporting periods, class rank, special program information, EOC/STAAR scores, AP scores, SAT/ACT scores, TSI status/scores, college generation, name of intended postsecondary institution, and intended major. As required by law, The University of Texas at Austin and The District shall 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 (see 4.4).

4.2.11 Provide financial support for The University of Texas at Austin staff necessary to implement WritingBridge as specified by The University of Texas at Austin

4.2.10.1 Cost

The cost of WritingBridge to The School(s) and/or The District is defined on a per student basis. Program costs are dependent upon a variety of economic factors that may change from year to year. Consequently, the program costs will be evaluated and adjusted annually. The School(s) and/or The District is responsible for paying program fees. It is up to the discretion of The School(s) and/or The District to determine who is responsible for paying program fees, and from what funding source payments will be drawn. A *single* payment either for all enrolled

WritingBridge students at a school or all enrolled WritingBridge students in a district is expected. Checks should be made out to The University of Texas at Austin.

A fee of \$300.00 per enrolled student will be due within twenty-one (21) days of receipt of invoice. (See Section 4.1.2 above.) Invoices will be sent electronically, but paper copies are available upon request. It is the responsibility of The School(s) and/or The District to provide WritingBridge staff the appropriate contact information for receiving invoice. Reimbursements will not be issued for students who drop after the announced drop/add deadline. Reimbursements will not be issued for students who fail a course.

If The School(s) and/or The District terminate this MOU without cause after WritingBridge staff has already begun implementing programmatic elements, a prorated invoice will be sent to administrators at The School(s) and/or The District covering the cost of services and materials rendered up to date of termination.

4.2.10.2 Payment

All WritingBridge invoices are due payable, in full, to The University of Texas at Austin within twenty-one (21) days of receipt by The School(s) and/or The District. *Checks should be made out to The University of Texas at Austin.*

Payments should be postal mailed to:

C/O Dr. Jacob Ptacek, Director, DEI The University of Texas at Austin WritingBridge Program 505 East Huntland Drive, Suite 270 Austin, Texas 78752 Mail Code: E1600

4.3 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, fine, 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 result 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.

4.4 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 WritingBridge 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.

Section 5. 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 MOU, the other party may terminate this MOU 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 thirty-day period.

Either party may terminate this MOU without cause upon thirty (30) days advance written notice of termination to the other party.

If The School(s) and/or The District terminate this MOU without cause after WritingBridge staff has already begun implementing programmatic elements, a prorated invoice will be sent to administrators at The School(s) and/or The District covering the cost of services and materials rendered up to termination.

Section 6. Term

This Memorandum of Understanding covers a period of one (1) academic year, beginning 1 July 2020 and ending 30 June 2021 for WritingBridge.

All parties must sign and return this Memorandum of Understanding prior to 1 July 2020 start date. *Please return the entire MOU, not just the signed term page.* Electronic submissions of signed MOUs is requested and preferred.

This Memorandum of Understanding may be renewable, contingent upon resources being available.

| | 2020-01-23 16:21:04 PST | |
|--|--------------------------------------|----------------------|
| Agreed and accepted this | day of | 2020. |
| SCHOOL | | |
| Signed on Behalf of School/Distric | et: | |
| Name: | | |
| Title: | | |
| Signed on Behalf of School/Distric | et: | |
| Name: | | |
| Title: | | |
| NB: Only one signature required, bu | nt multiple can be provided, per sch | ool/district policy. |
| The representative of The School(s) that s/he signs as a properly auth District, and does not assume any personal structure. | norized representative of The Sch | ool(s) and/or The |

THE UNIVERSITY OF TEXAS AT AUSTIN

| | DocuSigned by: |
|--------------------------------|-----------------|
| Signed on Behalf of UT-Austin: | Linda Shaunessy |
| Name: Linda Shaunessy | D9E4716847F042B |
| TEND : O | |

Title: Business Contracts Administrator

Appendix I. Technology Requirements

The following describes the *minimum* technology requirements for participating in WRITINGBRIDGE. These guidelines apply to both participating teachers and students.

Computer and Classroom Requirements

Video Playback Support: The curriculum will often incorporate online videos. All videos will be accessed via Canvas and hosted on UT Web. Your school's online security protocols need to allow playback of video from these sites. Computers should have the capability to stream video and play audio. *Network bandwidth of 1.5 Mbps per user is recommended for smooth playback.*

Classroom Projection of Lecture: Classrooms should have the ability to project video and audio so students can view materials as a class. The projector should support XGA resolution or better with audio.

Email Addresses: Every student and teacher should have an active email address that they are in the habit of frequently checking. Functional emails are required for creation of Canvas accounts, for communicating with DEI staff, and for receiving course credit. Students should have the ability to access email while in class via either desktop or mobile devices.

Connectivity and Accessibility: Do not throttle down bandwidth for students and teachers participating in DEI courses at any point during the year. Please do not block access to external sites indicated as pedagogically useful in the DEI college curricula. Decreasing access and speed may jeopardize students' ability to complete college coursework and earn credit.

Browsers Requirements

Most popular web browsers are standards compliant and will work for accessing online curricular resources. Whichever browser you opt to use, please ensure that you are using the *most recent* version. Please ensure any browsers used are secured and fully functional by regularly downloading and installing patches and updates.

UT-Austin recommends the following browser requirements to maintain compatibility across most curricular websites:

- The browser should have JavaScript installed and enabled. JavaScript is a scripting language that may be used to provide interactive and dynamic pages. Some course websites may not function properly if JavaScript is disabled.
- The browser should have Adobe Reader and Adobe Flash Player (currently version 19) installed and enabled. Reader allows students to read PDF files. Flash Player

is a plug-in feature essential for many audio and video playback. Some course websites may not function properly if Flash is disabled.

- The browser should be configured to accept cookies. A cookie is a text-only user identifier string that gets entered into the memory of your browser. Many course websites will not function if cookies cannot be accepted; for example, the UT EID authentication system uses cookies.
- The browser should be capable of 128-bit Secure Sockets Layer (SSL) encryption. SSL certificates protect sensitive information during online transactions. Most modern browsers are capable of this encryption support.

For the most updated details on which browsers Canvas supports, see https://community.canvaslms.com/docs/DOC-1284

Canvas Learning Management System

DEI courses use Canvas for course management, including delivering curriculum, communicating, and grading. Students and teachers will require UT EIDs to access Canvas. The URL for DEI's Canvas sites is **utexaslearn.instructure.com**. As noted on the Canvas site, "Canvas and its hosting infrastructure are designed for maximum compatibility and minimal requirements." There should be enough computers for every student in the class to access their own individual Canvas accounts at the same time. Each computer should have the following minimum specifications, per Canvas's suggestion, to run Canvas adequately:

Screen Size: Canvas is best viewed at a minimum of 1024x600, which is the average size of a notebook computer. If you want to view Canvas on a device with a smaller screen, it is recommended that you use the Canvas mobile application.

Operating Systems

- Windows XP SP3 and newer
- Mac OSX 10.6 and newer
- D Linux chromeOS

Mobile Operating System Native App Support

iOS 7 and newer

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Android 2.3 and newer

For the most updated details on mobile accessibility and functionality, see Canvas's mobile specifications page, where Canvas notes that it "is built on open web standards and uses minimal instances of Flash, so most features are supported on mobile devices." https://community.canvaslms.com/docs/DOC-1542

Computer Speed and Processor

Use a computer 5 years old or newer when possible

- ① 1GB of RAM
- ② 2GHz processor

Internet Speed: Along with compatibility and web standards, Canvas has been carefully crafted to accommodate low bandwidth environments. *A minimum of 512kbps per computer is suggested, though as much as 1.5Mbps may be required for interactive homework and video playback.*

Screen Readers

- Macintosh: VoiceOver (latest version for Safari)
- © PC: JAWS (latest version for Internet Explorer 10 &11)
- © PC: NVDA (latest version for Firefox)
- ① There is no screen reader support for Canvas in Chrome

For the most updated details, see Canvas's computer specifications page: https://community.canvaslms.com/docs/DOC-2059



Certificate Of Completion

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Envelopeld Stamping: Enabled

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Linda Shaunessy lis236@eid.utexas.edu

Businesss Contracts Administrator University of Texas at Austin

Security Level: Email, Account Authentication

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Signature

Signatures: 1

Initials: 0

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Linda Shaunessy

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Signature Adoption: Pre-selected Style Using IP Address: 136.49.138.145

Timestamp

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Security Level: Email, Account Authentication (None)

Electronic Record and Signature Disclosure:

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| Editor Delivery Events | Status | Timestamp |
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| University of Texas at Austin | | |
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| Intermediary Delivery Events | Status | Timestamp |
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| Certified Delivery Events | Status | Timestamp |
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| Witness Events | Signature | Timestamp |
| Notary Events | Signature | Timestamp |

| Envelope Summary Events | Status | Timestamps |
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| Payment Events | Status | Timestamps |