

**Interlocal Agreement
Between
The University of Texas at Austin
and
Ector County ISD**

FOR THE 2022-2023 ONRAMPS PROGRAM

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2022, is entered on the Effective Date by Ector County ISD (ECISD) and The University of Texas at Austin, on behalf of its OnRamps program, collectively referred to as the Parties.

Contracting Parties:

Receiving Party (ECISD)
Ector County ISD
802 N Sam Houston
Odessa, TX 79761

Performing Party The University of Texas at Austin
OnRamps
2616 Wichita St, Ste 101
Austin, TX 78712

WHEREAS, UT Austin and ECISD are collaborating to offer eligible high school students the opportunity to enroll in college courses while attending high school and receive simultaneous academic credits from UT Austin and their ECISD high school(s).

WHEREAS, eligible students will be able to participate in a dual enrollment, distance education program called OnRamps.

NOW THEREFORE, in consideration of the mutual promises herein contained, the Parties agree as follows:

1. Interlocal

The Texas Interlocal Cooperation Act, Government Code, §791.001, *et seq.* allows local governments and institutions of higher learning to contract with each other for governmental functions and services, including all or part of a function in which the Parties are mutually interested. This Agreement constitutes an “interlocal contract” within the meaning of and as authorized by the Texas Interlocal Cooperation Act. The purpose of the Agreement is to provide “governmental functions or services,” as therein defined. Each party represents it has authority to enter into the Agreement and does so by action of its governing body. To the extent any party pays for the performance of governmental functions or services, the party will make those payments from current revenues available to that party.

2. Nature of OnRamps

UT Austin and ECISD enter into this Agreement to implement OnRamps by offering distance college courses through a dual-enrollment model, as well as high school teacher training and professional learning. OnRamps offers high school students the opportunity to earn high school credits from ECISD and college credits from UT Austin through a distance education course.

ECISD and UT Austin will share the responsibility to implement the OnRamps program. By entering into this Agreement for the delivery of distance college courses, ECISD becomes an active participant in ensuring the effectiveness and quality of the implementation of OnRamps at ECISD.

3. Fees and Payments

Enrollment Fees:

If joining the OnRamps program on or after the Effective Date, the cost of the OnRamps course materials, technical support and course implementation support outlined in this Agreement for ECISD will be defined on a per-student, per-course basis. Program costs will be evaluated annually.

ECISD is paying a subsidized rate. Subject to available funding, during the 2022-2023 school year, the fee of \$249 (or \$199 for students identified free and reduced lunch), per student and per course is subsidized to \$149 (or \$99 for students identified free and reduced lunch). The subsidy is being covered by OnRamps and applicable 87th legislative appropriation. Private, parochial, and out-of-state schools are not eligible for the subsidized rate.

The OnRamps enrollment fee is assessed for each student registered in each OnRamps course on the designated course census date. The program fee covers access to course materials, technology tools, and credit eligibility evaluation. Refunds will not be given at the end of a course for any reason, including if a student is not eligible to earn college credit in the course.

Professional Learning Development (PLD) Fee:

The cost of OnRamps professional development will be assessed on a per-teacher basis at a rate of \$850 for teachers implementing a course for the first year or after an absence of more than one year and \$550 for teachers implementing the same course for two or more consecutive years. This fee covers professional learning and development requirements during the entire term of this agreement, including Summer Professional Learning Institute (PLI), academic year PLIs, virtual conferences, virtual learning modules, virtual coaching, and professional development assignments. If ECISD or the ECISD high school teacher joins after the conclusion of Summer PLI, the total fee is still required based upon the status of the teacher at student census.

The Professional Learning Development fee does not include lodging, transportation, or teacher substitute cost. If a PLI is held in person, a lodging fee may be charged in addition to the PLD fee.

ECISD is responsible for paying within 30 days of receipt of any undisputed invoice.

All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

The University of Texas at Austin
OnRamps
2616 Wichita St, Ste 101
Austin, TX 78712

4. Scope of Work and Responsibilities

Responsibilities to implement OnRamps distance college courses will be shared by ECISD and OnRamps. ECISD is an active participant in ensuring the effectiveness and quality of OnRamps implementation at its facilities. The Parties agree to provide the following, collectively referred to as the “Services.”

4.1 Responsibilities of OnRamps

Enrollment and Records

- A. Register high school students for OnRamps courses (as listed in Exhibit A fully incorporated by this reference) through the OnRamps student information system (OnRamps Portal).
- B. Maintain, as part of routine educational effectiveness evaluation at UT Austin, OnRamps student educational records, including registration, enrollment, orientation, and course evaluation data for purposes of administering, implementing, and improving the program and providing official reporting to UT Austin and ECISD. OnRamps engages in additional data sharing with UT Austin departments as defined in the data sharing agreement between Parties, attached and incorporated herein.
- C. Record grades on UT Austin transcripts for students who are eligible for and accept college credit for the distance college course.
- D. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.

Curriculum and Instruction

- E. Provide UT Austin faculty and academic staff to develop and define college-level course materials and curriculum and assume primary responsibility for oversight of distance college courses.
- F. Deliver instructional materials via distance education. All college course-related materials will be available to the student through unique login in Canvas Learning Management System (Canvas LMS).
- G. Administer OnRamps distance college courses via a dual-enrollment model. UT Austin faculty and academic course staff ensure comparability of distance college courses to campus-based courses and are approved by UT Austin Department Chairs and supported by Deans. All OnRamps students register for semester- or

year-long courses. The college enrollment process differs between the two course types.

- a. Semester-long and year-long course college enrollment information
 - i. Students must complete a series of required assignments and summative assessments as published in the college syllabus that are designed, designated, and evaluated by UT Austin faculty and college Instructors of Record to earn college credit.
 - ii. Students in year-long courses must earn a passing grade (D- or above) on the designated portion of the course determined by the UT Austin Instructor of Record to be eligible to earn college credit in the OnRamps distance college course.
 - iii. Students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
 - iv. Students who accept college credit will have an official UT Austin transcript showing the letter grade earned in the course.
 - b. Additional year-long course college enrollment information
 - i. A student who does not earn a passing grade (D- or above) may be determined to be eligible if the student meets the Texas Success Initiative (TSI) exemption criteria for that course. Grade-based eligibility criteria and TSI exemption criteria are detailed in each college course syllabus for which TSI exemption may be used.
 - ii. Eligible student enrollments are recorded with the University in alignment with OnRamps and University processes.
- H. Provide technology and support services necessary for teaching and learning in OnRamps courses and program implementation:
- a. Maintain servers operated by or hosted on OnRamps's web-based Canvas LMS.
 - b. Provide access and training on the Canvas LMS for every OnRamps student to access course content and instructional experiences.
 - c. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty using the curriculum when that support is not provided through Canvas LMS.
 - d. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants available to students for writing consultation related to distance college course writing assignments.
 - e. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
 - f. Provide information in the OnRamps Portal or through email notifications related to distance college course enrollment activities, including registration, eligibility, credit type selection, credit status, and official transcript requests.
 - g. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.

Professional Development and Support

- I. Deliver professional learning to participating ECISD teachers who teach the OnRamps course.

- a. Summer PLI for participating ECISD teachers will be delivered by OnRamps using distance education and virtual learning technologies. Summer PLI is required for all OnRamps high school teachers.
 - b. Academic year PLIs: One-day PLIs for new and returning participating ECISD teachers will be held at UT Austin or designated regional sites, or delivered virtually during the fall and spring semesters, at UT Austin's sole discretion. ECISD teachers are **required** to participate in and fully complete the one-day workshop during each semester in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year.
 - c. Participating ECISD teachers will be credited with continuing professional education hours for the hours of documented attendance.
- J. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to ECISD and its administration.
 - K. Deliver in-person or virtual presentations and/or workshops to ECISD staff and community members regarding the OnRamps program overview, implementation, and strategies for success.
 - L. OnRamps will hire and assign a qualified course coordinator for each course offered. The coordinator will serve as the content expert and point of contact and support for the high school teacher.
 - M. Provide ongoing, one-on-one feedback and guidance to the high school teacher.
 - N. Provide virtual coaching to each OnRamps high school teacher to support course implementation and enhance their professional practice.

Institutional Effectiveness

- O. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as ECISD high school teachers and administrators. To ensure OnRamps is implemented and facilitated with quality and fidelity, OnRamps staff will provide updates at the end of the fall and spring semesters and, as needed, throughout the year regarding the status of OnRamps implementation, based on communication with the OnRamps ECISD high school teacher(s) and classroom observations.
 - a. OnRamps staff will alert ECISD administration of any serious concerns regarding ECISD or campus implementation of the OnRamps course pertaining to quality and fidelity. If ECISD implementation of the OnRamps course is deemed unsatisfactory, OnRamps reserves the right to deny the opportunity to offer the OnRamps course in the future or to require a replacement high school teacher.
 - b. A ECISD high school teacher deemed by OnRamps to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with OnRamps expectations and be provided coaching and support as available through the course staff, OnRamps PLIs, virtual coaching, and ongoing communication. Should the high school teacher's implementation of OnRamps continue to be unsatisfactory or without improvement in OnRamps's sole discretion, OnRamps will notify ECISD, who will use its best efforts to identify an alternate high school teacher, and ECISD will work with OnRamps to continue implementation of the course with the

alternate high school teacher. OnRamps reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.

- c. Should OnRamps deem an OnRamps ECISD high school teacher as not compatible with or not in the best interest of the program in OnRamps's sole discretion, OnRamps will notify ECISD who will work with OnRamps to continue the course through an alternate teacher.
- d. Any person performing Services under this Agreement on behalf of OnRamps must be actively employed or eligible for employment by UT Austin and may not be on administrative or medical leave. UT Austin must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If UT Austin becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, a representative of the OnRamps program must inform the ECISD district contact.

Extended Student Absences [subject to ECISD policies]

- P. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the ECISD point of contact, campus principal and/or the high school teacher of the campus must notify the OnRamps Associate Director for Enrollment Management. Information needs to include the length of the placement to determine if the student will continue in the enrolled OnRamps course. If the alternative placement is longer than seven (7) school days, then the following will need to be done:
 - a. The administrator, OnRamps ECISD high school teacher, and OnRamps course staff will work together to determine if the student has the opportunity to continue the course at the alternative campus. If determined the student will not have the appropriate instruction and access to the course, the student will be dropped from the OnRamps course.
 - i. If this occurs prior to the identified course census date, then the ECISD will not be invoiced for this student.
 - ii. If the student is enrolled in a year-long OnRamps course, the student will be dropped from the OnRamps course, the Canvas LMS system, and a schedule change will be made for the student's high school schedule. If the student is enrolled in History or Rhetoric, the student will be dropped from the course for the semester in which the student is taking the course (fall or spring). If the student is taking History or Rhetoric in the fall, the student will have the opportunity to enroll in History or Rhetoric in the spring, if the student returns to the home campus in time for registration at the beginning of spring instruction.
- Q. In a case where a student is hospitalized or removed from instruction or the school setting for longer periods due to illness, accident, or other circumstance, the ECISD point of contact, campus principal and/or the high school instructor must notify the OnRamps Associate Director of Enrollment Management immediately to determine if eligibility for enrollment may continue, which decision will be made on OnRamps in its sole discretion.

4.2 Responsibilities of ECISD [subject to ECISD policies and applicable law]

- A. Implement one or more OnRamps courses.
 - a. Assign a(n) ECISD contact responsible for overseeing implementation of OnRamps high school course(s) and participating in meetings designated for ECISD administration with OnRamps staff.
 - i. This ECISD contact will provide up-to-date contact information for ECISD and its campus administration. In the event there is a change in administration at ECISD or at its campuses, the ECISD contact will update the OnRamps Portal.
 - b. Assign 1-2 campus administrators to attend the OnRamps train-the-trainer session(s) held online in a webinar-based format. The training will model the parent night presentation, resources, and retention strategies.
 - c. OnRamps courses do not replace Advanced Placement (AP) curriculum or prepare students for AP exams. Neither OnRamps syllabi nor course content may be used for submission to satisfy the requirements for third party evaluation.
 - d. In the case of Introduction to Rhetoric: Reading, Writing and Research and Reading and Writing: the Rhetoric of American Identity, the UT Austin Department of Rhetoric and Writing:
 - i. Prohibits the OnRamps courses from being offered as an AP English course.
 - ii. Requires a cap of 25 students per section with a limit of two (2) sections per teacher for a maximum of 50 students. Alternatively, a teacher may have 60 students distributed in three (3) or more sections. With approval, the cap of 60 students may be exceeded in exceptional circumstances at OnRamps sole discretion.
- B. Recruit high school teacher(s) with appropriate qualifications to teach the OnRamps course(s), all consistent with ECISD policies.
 - a. Minimum requirements for all OnRamps ECISD high school teachers include:
 - i. Bachelor's degree in the discipline or a related field.
 - ii. One (1) or more years of teaching experience in the relevant course or a higher-level course (e.g. calculus for pre-calculus).
 - iii. Completed annual OnRamps teacher application.
 - iv. Obtain a UT EID in order to access Canvas LMS, the OnRamps Portal, and other systems required for implementation of the OnRamps program. OnRamps will provision the EID as high assurance and may suspend, terminate, or revoke access to its systems through the EID affiliation at OnRamps sole discretion. The EID affiliation with OnRamps will be revoked if this agreement is terminated or if an OnRamps ECISD high school teacher can no longer complete the course.
 - v. Successful completion of required tasks before the start of Summer PLI, including, but not limited to, completion of FERPA training module provided by OnRamps. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI. ECISD high school teachers approved on a conditional basis may be required to complete additional tasks. Any high school teacher who

does not complete the required pre-PLI tasks may not be eligible to attend PLI. The decision to admit or deny such teacher and any accompanying conditions will be determined by the UT Austin Faculty Lead and Managing Director at their discretion.

- vi. Successful completion of Summer PLI. New OnRamps ECISD high school teachers must participate in the entire Summer PLI and complete all assigned work, both pre- and during PLI.
 - vii. Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
 - 1. Completion of the minimum number of virtual coaching uploads over the course of the academic year is required.
 - viii. Attendance at the Fall and Spring PLIs.
 - 1. ECISD teachers are required to participate in and fully complete both academic year PLIs in which the teacher delivers an OnRamps course, regardless of whether the course will be offered in the subsequent year. Each Fall and Spring PLI will provide up to eight hours of continuing professional education hours.
 - ix. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
 - x. Adhere to guidelines regarding OnRamps course content intellectual property. ECISD is responsible for informing teachers that they do not have a license to use any OnRamps provided materials outside of the scope of this agreement.
 - xi. Deliver OnRamps instructional materials through the OnRamps instance of Canvas LMS.
- b. Additional requirements for OnRamps returning ECISD teachers include:
 - i. Successful implementation of OnRamps course during the previous academic year according to requirements under section D below.
- C. Ensure OnRamps ECISD high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
- a. Access to the OnRamps Portal and Canvas LMS. Participating ECISD campuses will work with the OnRamps support team to ensure their campus and students can fully access the OnRamps Portal and Canvas LMS.
 - b. Access to computer, internet, and allow lists, as specified by OnRamps, and adhere to requirements outlined in the most recent OnRamps Technology Manual.
 - c. Scheduled access to technology that meets the specifications defined by OnRamps for each course. This includes regular in-class and out-of-class, one-to-one (1:1) access to computers and the internet to view materials and complete and submit assignments, quizzes, tests, and exams, and the following technology for specific course implementation (as applicable).
 - d. Graphing calculators as specified in the most recent OnRamps Technology Manual.
 - e. Audio/visual projection and/or whiteboard.

- f. Copy/scanning services to duplicate some course materials and distribute to students in the OnRamps course and upload assignments.
 - g. For Biology, Geoscience, Physics and Chemistry, required lab materials.
 - h. The Chemistry course(s) must be offered in a lab setting that meets the Texas Education Agency standard with minimal viable components including an eyewash station, vent hood, and equipment required for student implementation of the lab course including use and disposal of the required chemical list.
- D. Ensure OnRamps ECISD high school teachers implement the program with fidelity, including the following:
- a. OnRamps instructors are expected to adhere to Texas Administrative and Education Code, including the Educators' Code of Ethics (19 TAC Chapter 247).
 - b. Administer and facilitate OnRamps-required assignments and assessments without alteration through the OnRamps instance of Canvas LMS.
 - c. Have students create a UT EID and register for OnRamps via the OnRamps Portal.
 - d. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff.
 - e. Participate in professional learning, including Summer PLI, one-day workshops, monthly video conferences or virtual learning modules, virtual coaching and uploads of classroom video, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the one-day workshops, ECISD agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops.
 - f. Maintain regular communication via email, phone, video web conferencing, etc. with OnRamps course coordinator and other staff regarding the success and challenges of implementation, responding in a timely manner to requests for information, including turning in any requested documentation to evaluate student progress or success by specified deadlines.
 - g. Notify OnRamps of ECISD high school teacher absences that exceed four or more consecutive class days or of teacher resignations using the provided form in the case when the teacher cannot self-report.
- E. Recruit and approve students to participate in the OnRamps courses.
- F. Ensure students enrolled in the OnRamps program meet the minimum academic requirements for each course as shown in Exhibit A.
- G. Ensure students complete the OnRamps registration process within the first two weeks of school. The student and, if the student is under 18 years of age at the time of registration, the student's parent or guardian shall acknowledge and consent the student is enrolling in a college course with the opportunity to earn college credit.
- H. Any person performing Services under this Agreement on behalf of ECISD must be actively employed or eligible for employment by ECISD and may not be on administrative leave. ECISD must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If ECISD becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, the

district contact, who oversees the OnRamps program, must inform OnRamps within 24 business hours.

5. Summer PLI Teacher Registration and Attendance

- A. ECISD high school teachers are required to register for Summer PLI **two weeks prior** to the start of Summer PLI.
- B. New OnRamps ECISD high school teachers must participate in the entire Summer PLI and complete all assigned work, both pre- and during PLI. New OnRamps high school teachers are defined as those who are implementing an OnRamps course for the first time or for the first time after more than one year of absence.
 - a. The ECISD teacher assigned to the course **must** successfully complete the New Instructor Summer PLI experience at least once, in its entirety, before implementing an OnRamps course for the first time. If the teacher continues to offer the course in subsequent years, they are required to attend the Returning Instructor Summer PLI for each subsequent year they implement that course. If a teacher is assigned to implement a new OnRamps course in addition to their current OnRamps course, the instructor must complete the New Instructor Summer PLI for the new course.
- C. Cancellation policy:
 - a. All high school teachers must cancel their registration in writing at least one week prior to any in-person PLI or will pay 100% of fees for room/board and meals for which those charges apply. ECISD will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting, and will pay such invoices within thirty (30) days.
 - b. If a high school teacher registers for Summer PLI and is unable to attend, the teacher must communicate this change to the OnRamps Professional Learning and Development team in writing at least one week prior to the start of Summer PLI. The district contact may coordinate with OnRamps to identify an appropriate replacement. Fees will be assessed based on teachers who complete Summer PLI.
 - c. In the event of an emergency about which OnRamps staff and the teacher's principal are notified, a teacher may arrange to make up as much as 20% of Summer PLI and still be eligible to teach the OnRamps course. OnRamps ECISD high school teachers who miss more than 20% of Summer PLI, regardless of the reason, will be on probationary status and their approval to serve as an OnRamps high school teacher will be evaluated by OnRamps on a case-by-case basis.
- D. If a high school teacher attends Summer PLI, and the course for which the teacher is trained is not offered for the school year, ECISD will be:
 - a. Charged the full fee based on whether they are new or returning, for Summer PLI.
 - b. All materials provided to ECISD for the course must be returned to OnRamps within 30 days.

6. Educational Records and Data Sharing

- A. ECISD and OnRamps create, maintain, and manage their own educational records for students and teachers. OnRamps maintains all educational records created as a result of the OnRamps program consistent with FERPA, as well as applicable UT Austin policy defined in Chapter 9 of the General Catalog of UT Austin, subchapter 9-100 through 9-400, and any applicable law. In order to provide the OnRamps program and related

services to ECISD and for ECISD's accountability reporting purposes, OnRamps requires specific student information from ECISD. All such records are provided the same security as those outlined in this section 6.C, section 7, and the Data Sharing Agreement, and will not be sold or shared with external sources except as allowed by law. See Exhibit B Data Sharing Agreement which sets terms and conditions for the exchange by the Parties of data needed to support the OnRamps program.

- B. Following UT Austin's Institutional Review Board standards and policy, as applicable, OnRamps may obtain and maintain data and/or feedback about student and teacher experiences with the program for the purpose of understanding outcomes and program improvements.
- C. For legitimate educational interests, OnRamps will facilitate the exchange of information among institutions, OnRamps high school teachers, OnRamps faculty and staff, and ECISD contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to verify student accommodations under IDEA and/or Section 504; 3) to facilitate early intervention and support student success; 4) pertaining to whether college credit is earned, accepted, and/or declined; 5) to facilitate accurate recordkeeping; and 6) to address academic integrity issues. If either party obtains access to ECISD and/or UT Austin records or record systems protected under FERPA, each party agrees to adhere to the provisions of FERPA. While in possession of FERPA records and data, only persons authorized to access the student data related to the OnRamps program will be granted access consistent with FERPA.

7. Governmental Function, Immunity, Record Protection, and Criminal History

The Parties agree that the performance of this Agreement is for the purpose of performing governmental functions and that, in all things related to this Agreement, Parties are performing governmental functions as defined by the Texas Interlocal Cooperation Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign/governmental immunity or similar rights. Parties agree that neither party waives any immunity or defense that would otherwise be available to it pursuant to the Texas Tort Claims Act or other applicable statutes, laws, rules or regulations against claims arising from the exercise of its powers or functions. No provision of this Agreement that imposes an obligation or restriction on ECISD or UT Austin not otherwise permitted by applicable law shall be enforceable. Records relating to this Agreement may be subject to disclosure pursuant to the Texas Public Information Act, Section 552.001 et. seq. of the Texas Government Code.

Each party agrees that if it received information or records concerning any student, it shall not disclose the same except as permitted by the Family Educational Rights and Privacy Act a/k/a FERPA (20 U.S.C. 1232(g)). FERPA is specifically referenced in the Texas Public Information Act as an exception to records that are subject to disclosure to the public (Texas Government Code 552.001 et seq.).

8. Indemnity

The Parties expressly agree that, except as provided herein, no party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this Agreement.

9. Term and Termination

This Agreement is effective on June 1, 2022, no matter the date fully executed by both Parties and covers a period beginning June 1, 2022 and ending August 31, 2023. This agreement cannot be renewed or extended.

Either party may, without penalty, terminate this Agreement at the end of any budget period of such party during the term if funds required to fulfill this Agreement have not been appropriated, and with written notice to the other party. Such notice shall be effective thirty (30) calendar days from the date of receipt.

Either party may terminate this Agreement without cause upon thirty (30) days' advance written notice of termination to the other party. ECISD agrees any amounts owed for Services rendered through the termination date and properly invoiced will be promptly paid upon notice of termination and in accordance with the provisions of Chapter 2251, Texas Government Code.

10. Ownership of Intellectual Property

UT Austin and the OnRamps program shall solely own all intellectual property rights in or relating to OnRamps, including all written materials, study guides, course materials, syllabi, and assessments prepared under the program ("Materials"). Intellectual property rights means any rights or titles to inventions, discoveries, concepts, methods, processes, data, trade secrets, branding, trademarks, copyrights, computer programs and related documentation, or works of authorship fixed in a medium of expression of any kind whether or not patentable, copyrightable, or eligible for registration as a trademark, as well as applications for any such rights. There are no implied licenses; ECISD agrees and understands that it may not copy, modify, share, distribute, or display any Materials without the prior written permission of UT Austin and the OnRamps program.

11. Contractual Relationship

Nothing contained herein shall be construed as creating an employer/employee relationship, a partnership, a joint venture or joint obligations between the Parties. Each party retains the right to conduct its business as it sees fit. The Parties shall, at all times, be deemed independent contractors/entities.

12. Disputes

If any dispute concerning any fact, interpretation, allowable costs, etc. arise during performance of this Agreement, reasonable efforts shall be made to resolve said dispute(s) through informal discussions between the Parties.

13. Notice to Parties

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications provided or permitted under this Agreement, will be in writing and will be sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is set forth below), or email (to the extent an email address is set forth below) as provided below, and notice will be deemed given 1) if delivered by certified

mail, when deposited, postage prepaid, in the United States mail, or 2) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is set forth below) or email (to the extent an email address is set forth below), when received:

ECISD at:

Ector County ISD
802 N Sam Houston
Odessa, TX 79761

UT Austin at:

Darrell Bazzell, Senior Vice President and Chief Financial Officer
101 Inner Campus Dr, Ste 102
Austin, TX 78712

With a copy to:

OnRamps
2616 Wichita St, Ste 101
Austin, TX 78712
Email: sp.contracts@austin.utexas.edu

or such other address as later provided by a party through written notice to the other party.

14. Venue; Governing Law

This Agreement, all of its terms and conditions, all rights and obligations of the Parties, and all claims arising out of or relating to this Agreement, will be construed, interpreted and applied in accordance with, governed by and enforced under, the laws of the State of Texas.

15. Mutual Negotiation

This Agreement has been prepared at the joint request, direction, and construction of the Parties, at arms' length, and shall be construed without favor to any party.

16. Entire Agreement

This Agreement and any subsequent amendments constitute the entire and only agreement between the Parties relating to the matters described herein, and supersedes all prior agreements and discussions, whether written or oral. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto.

17. Amendment and Assignment

Any changes to this Agreement may only be made by mutual written agreement of the Parties. This Agreement may not be assigned by either party without the express written consent of the other party. Any attempt to assign without such consent shall be void, and shall be deemed a material breach of this Agreement.

18. Survival

A party shall remain obligated to the other party under all clauses of this Agreement that expressly or by their nature extend beyond the expiration or termination of this Agreement.

19. Cybersecurity Training Program

During the term and any renewal of this Agreement, each party shall comply with Texas Government Code Chapter 2054 concerning cybersecurity for state agencies and local government, and to the extent applicable verify compliance to the other party.

20. Access by Individuals with Disabilities

Performing Party represents and warrants (**EIR Accessibility Warranty**) the electronic and information resources and all associated information, documentation, and support Performing Party provides to Receiving Party under this Agreement (**EIRs**) comply with applicable requirements set forth in [1 TAC Chapter 213](#) and [1 TAC Section 206.70](#) (ref. [Subchapter M, Chapter 2054, Texas Government Code](#)). To the extent Performing Party becomes aware the EIRs, or any portion thereof, do not comply with the EIR Accessibility Warranty, then Performing Party represents and warrants it will, at no cost to Receiving Party, either 1) perform all necessary remediation to make EIRs satisfy the EIR Accessibility Warranty or 2) replace the EIRs with new EIRs that satisfy the EIR Accessibility Warranty. If Performing Party is unable to do so, Receiving Party may terminate this Agreement and, within thirty (30) days after termination, Performing Party will refund to Receiving Party all amounts Receiving Party paid under this Agreement.

Performing Party will provide all assistance and cooperation necessary for the performance of accessibility testing conducted by Receiving Party or Receiving Party's third party testing resources as required by [1 TAC Section 213.38\(g\)](#).

21. Payment of Debt or Delinquency to the State

Pursuant to [Sections 2107.008](#) and [2252.903](#), *Government Code*, any payments owing to Performing Party under this Agreement may be applied directly toward any debt or delinquency Performing Party owes the State of Texas or any agency of the State of Texas, regardless of when it arises, until paid in full.

22. State Auditor's Office

Contracting Parties understand acceptance of funds under this Agreement constitutes acceptance of authority of the Texas State Auditor's Office or any successor agency (**Auditor**), to conduct an audit or investigation in connection with those funds (ref. [Sections 51.9335\(c\)](#), [73.115\(c\)](#) and [74.008\(c\)](#), *Education Code*). Contracting Parties agree to cooperate with Auditor in the conduct of the audit or investigation, including providing all records requested. Contracting Parties will include this provision in all contracts with permitted subcontractors.

23. Severability

If any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality or unenforceability will not affect any other provision, and this Agreement will be construed as if the invalid, illegal, or unenforceable provisions had never been included.

24. Public Records

It will be the independent responsibility of Receiving Party and Performing Party to comply with [Chapter 552, Government Code](#) (Public Information Act), as it applies to the Contracting Parties' respective information. Receiving Party is not authorized to receive public information requests or take any action under the Public Information Act on behalf of Performing Party. Likewise, Performing Party is not authorized to receive public information requests or take any other action under the Public Information Act on behalf of Receiving Party.

25. Signatory Representations

Receiving Party represents and warrants that it has all necessary power and has received all necessary approvals to execute and deliver this Agreement, and the individual executing this Agreement on behalf of Receiving Party has been duly authorized to act for and bind Receiving Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as shown below.

Receiving Party
Ector County ISD

Performing Party
The University of Texas at Austin

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit A
OnRamps Courses

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
Foundation of Arts and Entertainment Technologies	AET 304	-	050	-	Graphic Design
Introduction to Biology I	BIO 311C	BIOL 1306	030	Credit in TEKS-based Biology & TEKS-based Chemistry	-
Lab for Introduction to Biology I	BIO 106M	BIOL 1106	-	Credit in TEKS-based Biology & TEKS-based Chemistry	-
College Chemistry: Principles of Chemistry I (Lecture)	CH 301	CHEM 1311	030	Credit in Algebra I	-
College Chemistry: Introduction to Chemical Practices I (Lab)	CH 104M	CHEM 1111	-	Credit in Algebra I	-
College Chemistry: Principles of Chemistry II (Lecture)	CH 302	CHEM 1312	030	Credit in Chemistry	-
College Chemistry: Introduction to Chemical Practices II (Lab)	CH 104N	CHEM 1112	-	Credit in Chemistry	-
Thriving in Our Digital World	CS 302	-	093	Credit in Algebra I	Credit or concurrent enrollment in Algebra II
Earth, Wind, and Fire: An Introduction to Geoscience	GEO 302E	-	030	Credit in Biology and Chemistry or IPC and Chemistry	-
United States, 1492-1865	HIS 315K	HIST 1301	060	Credit or concurrent enrollment in English II	-

OnRamps Course Name	UT Austin Course Code	TCCNS Equivalency	Texas Core Code	Required Prerequisites	Recommended Prerequisites
United States Since 1865	HIS 315L	HIST 1302	060	Credit or concurrent enrollment in English II	-
College Algebra	M 301	MATH 1314	-	Credit in Algebra I	Credit in Geometry
Discovery Precalculus: A Creative and Connected Approach	M 305G	MATH 2312	020	Credit in Algebra II & Geometry	-
Mechanics, Heat, and Sound: General Physics Technical Course I	PHY 302K	PHYS 1301	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Lab for Mechanics, Heat, and Sound	PHY 102M	PHYS 1101	-	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus
Electromagnetism, Optics, and Nuclear Physics: General Physics Technical Course II	PHY 302L	PHYS 1302	030	Credit in TEKS-based Physics, Algebra II, & Geometry	Credit in PHY 302K, AP Physics I, Honors Physics, PHYS 1301, or Precalculus
Introduction to Rhetoric: Reading, Writing, and Research	RHE 306	ENGL 1301	010	Credit in English I & English II	-
Reading and Writing and Rhetoric of American Identity	RHE 309K	ENGL 1302	010	Credit in English I & English II	-
Elementary Statistical Methods	SDS 301	MATH 1342	020	Credit in Algebra I	Credit in Algebra II & Geometry
Quantum Computing	PHY 309L	PHYS 1307	030	Credit in Algebra I & Geometry	Credit in Algebra II or Precalculus

Exhibit B
Data Sharing Agreement

DATA SHARING AGREEMENT
BY AND BETWEEN
Ector County ISD
AND
ONRAMPS
AT THE UNIVERSITY OF TEXAS AT AUSTIN

Pursuant to this Data Sharing Agreement and underlying Interlocal, ECISD agrees to provide individual student-level data to OnRamps at The University of Texas at Austin (UT Austin) for the purpose of implementing, billing, and evaluating the OnRamps dual enrollment program and informing OnRamps students of academic opportunities at UT Austin. ECISD hereby appoints OnRamps as a legitimate educational official of ECISD in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, OnRamps hereby appoints ECISD as a legitimate educational official of OnRamps in accordance with FERPA. OnRamps agrees to provide individual student-level data to ECISD for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2023 unless terminated in writing by one or both Parties.

1. Data type and exchange timeline

ECISD Designee for Student Data and OnRamps will coordinate data exchange for all OnRamps program participants for the 2022-2023 academic year, as follows:

Responsible Party	Time Period	Type of Data
OnRamps	August 2022 – July 2023	<p>Throughout the academic year OnRamps will provide information about student enrollments, including course rosters, college course eligibility status, and final grades. Access to the portal will be limited to pre-identified campus and ECISD personnel who must obtain a UT Electronic Identification and password in order to access the portal.</p> <p>The following enrollment and performance data is provided throughout the academic year, as information becomes available.</p> <ul style="list-style-type: none"> • Course enrollments • Eligibility status • Eligibility letter grade • Final letter grade • Credit decision (credit accepted or declined) • University transcript grade

		<ul style="list-style-type: none"> • Student qualifying status for free/reduced lunch • Student qualifying status for accommodations under IDEA or Section 504
ECISD	December 2022 – February 2023	<p>In order for OnRamps to identify students who qualify for the reduced course enrollment fee, OnRamps must obtain Student State IDs. Based on the Student State IDs, the Texas Education Agency (TEA) provides OnRamps with students' Economic Disadvantage Status.</p> <ul style="list-style-type: none"> • TEA-assigned TX-UNIQUE-STUDENT-ID (StudentUnique ID)
ECISD	May 2023 – July 2023	<p>In order for OnRamps to engage in ongoing learning about student experiences, high school grades are exchanged.</p> <ul style="list-style-type: none"> • High school grade in OnRamps course, semester 1 • High school grade in OnRamps course, semester 2 • High school grade in OnRamps course, cumulative

2. Data protection

All data will be exchanged using secure systems and in an encrypted, password protected electronic format by ECISD and OnRamps.

OnRamps endeavors that in all reports, electronic or otherwise, derived from information made available under this Data Sharing Agreement, all data shall be aggregated in such a way that no individual will be identified directly or by deduction. OnRamps further endeavors that the data elements will not be released to a third party without written parental or student (as applicable) consent.

While in possession of this data, both Parties shall permit access only to employees and contractors authorized to assist in the implementation or evaluation of OnRamps or other UT Austin program to have access to the data. Both Parties agree to store the data in an encrypted format, in a secure area and to prevent unauthorized access.

3. Information shared with TEA

- Share rosters of individual students, including student state ID, for all students enrolled in an OnRamps course at fall or spring census to determine student eligibility for reduced course fee, AND
- Share rosters of individual students, including student state ID, for students who complete an OnRamps course for the purpose of calculating state accountability and other required state performance reporting and metrics.