

**INSTRUCTIONAL AGREEMENT
BETWEEN
THE FRISCO INDEPENDENT SCHOOL DISTRICT
AND
THE UNIVERSITY OF NORTH TEXAS
DUAL CREDIT PROGRAM**

STATE OF TEXAS

This agreement, made and entered into by and between the **Frisco Independent School District**, a Texas independent school district (referred to herein as "SCHOOL DISTRICT"), and **The University of North Texas**, a Texas political subdivision of higher education, (referred to herein as "UNIVERSITY") evidences the following: This Agreement shall be in effect for a period of three (3) academic years beginning on March 1, 2020 and ending on July 31, 2023. Sixty-days before the end of the term, the SCHOOL DISTRICT may renew this Agreement for a subsequent three-(3) year term upon approval of the UNIVERSITY.

PURPOSE

The purpose of this agreement is to provide students the opportunity to earn both university and high school credit while enrolled in high school. The UNIVERSITY and SCHOOL DISTRICT will approve students meeting program requirements to enroll in courses referenced in this Agreement. Course credit will be awarded through the SCHOOL DISTRICT for high school academic requirements and the UNIVERSITY for semester credit hours. The University will be recognized in all promotional materials that serve to encourage dual enrollment.

PROGRAM GOALS

The dual credit program provided by the UNIVERSITY will enable junior and senior students in the SCHOOL DISTRICT to complete the Texas Core Curriculum and a total of 48 semester credit hours of college credit prior to high school graduation and aligns with statewide dual credit goals developed under TEC 28.009, subsection (b-1) as outlined in Attachment A, attached hereto and incorporated herein.

ELIGIBLE COURSES AND COURSE EQUIVALENCIES

The UNIVERSITY shall establish and conduct the courses with identified semester credit hours aligned with high school dual credit equivalencies and included in Attachment B, attached hereto and incorporated herein. Additional courses may be added as an addendum to this agreement with SCHOOL DISTRICT and UNIVERSITY approval.

ALIGNMENT OF ENDORSEMENTS AND TOOLS FOR SELECTING

Dual credit courses offered by the UNIVERSITY under this agreement and included in Attachment B apply toward an interdisciplinary studies endorsement where students earn credits in a variety of advanced courses from multiple content areas, including math, science, arts,

humanities, and business and industry, and sufficient to complete the distinguished level of achievement under the foundation high school program.

Counselors, students and families will have access to information about the Texas Core Curriculum and high school endorsements from the UNIVERSITY dual credit website.

STUDENT ELIGIBILITY

A student is eligible to enroll in UNT dual credit courses if he or she:

- a. Demonstrates college readiness by achieving the minimum passing standards under the provisions of the Texas Success Initiative (TSI) as set forth in Texas Administrative Code Chapter 4, Subchapter D; Rule 4.85. A student may be exempt under the provisions of the Texas Success Initiative based on certain test scores (PSAT, EOC, etc.);
- b. meets the university's regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.); and
- c. has at least junior year high school standing or has demonstrated outstanding academic performance and capability (as evidenced by grade-point average or other assessment indicators), and is approved by the principal (or designee) of the high school and the chief academic officer of the university (or designee).

LOCATION OF CLASS

The UNIVERSITY may offer dual credit courses at their site or at an approved SCHOOL DISTRICT campus or other location (i.e., online). Regardless of location, all courses offered will meet the standards of equivalent courses taught at the UNIVERSITY. Dual credit courses taught electronically must adhere to the Texas Higher Education Principles of Good Practice for Academic Degree and Certificate Programs and Credit Courses Offered Electronically and the UNIVERSITY'S standards for distance learning courses.

STUDENT COMPOSITION OF CLASSES

Classes covered by this agreement may be made up exclusively of students of the SCHOOL DISTRICT or a combination of UNIVERSITY and SCHOOL DISTRICT students.

FACULTY SELECTION, SUPERVISION, AND EVALUATION

The UNIVERSITY holds the responsibility and authority for selection, supervision, and evaluation of faculty. If a faculty member is teaching on a campus of the SCHOOL DISTRICT, they shall be required to undergo fingerprinting in compliance with the Texas Education Code. The UNIVERSITY shall provide a faculty member responsible for the instruction in all dual credit courses. This faculty member shall meet the credentialing standards set by the UNIVERSITY and in accordance with standards set by the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC), unless the UNIVERSITY and SCHOOL DISTRICT agree upon the SCHOOL DISTRICT providing an instructor for a specific course

meeting both the UNIVERSITY and SACSCOC credential requirements. If SCHOOL DISTRICT receives a complaint about a faculty member, the UNIVERSITY agrees to act in good faith to remedy the situation.

COURSE CURRICULUM, INSTRUCTION AND GRADING

Course curriculum, including course content, methods of delivery, methods of assessment and scheduled contact hours will adhere to all standards set by the UNIVERSITY and by the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught, and grades assessed according to standard collegiate practices.

The UNIVERSITY faculty member holds the final responsibility for the content, design, evaluation, and assignment of grades to assure each course meets both the UNIVERSITY and SACSCOC requirements.

ACADEMIC POLICIES AND STUDENT SUPPORT SERVICES

Students enrolled in dual credit courses are subject to the academic and code of student conduct policies of the UNIVERSITY, as well as being subject to the academic and student conduct policies of the SCHOOL DISTRICT. The faculty member who holds responsibility for the course shall address issues of course-related academic integrity.

Students enrolled in dual credit courses will be provided access to support services to assure appropriate recruitment, registration, orientation, retention, and course planning, as well as relevant course materials and library resources, sufficient to provide the opportunity for student success in these courses and to assure the accumulation and transfer of credit earned through dual credit courses.

ADVISING STRATEGIES

UNIVERSITY or SCHOOL DISTRICT will provide prospective dual credit students with information about the Texas Common Core Curriculum, transferability of dual credit coursework, and applicability of dual credit coursework to student's intended major. All dual credit students shall file a degree plan with the UNIVERSITY at the end of the second regular semester or term immediately following the semester or term in which the student earned a cumulative total of 15 or more semester credit hours of course credit for dual credit.

ACADEMIC SUPPORT SERVICES

Students enrolled in dual credit courses will have access to academic support services available to any UNIVERSITY student including, but not limited to tutoring, writing center, math lab, academic accommodations, disability services, career services, and library instruction. Student may access academic support services at a UNIVERSITY campus. Some student support services are also available online.

TRANSCRIPTING OF CREDIT

The UNIVERSITY will award credit for completed courses which have been approved by SCHOOL DISTRICT for dual credit as indicated in attachment B. All approved courses have been evaluated and approved through the official university undergraduate curriculum committee and in accordance with THECB requirements for the UNIVERSITY and in accordance to TEA requirements for high school graduation by the SCHOOL DISTRICT and shall be taught at a university level.

The UNIVERSITY shall maintain permanent student records of university credits earned by students under this agreement and make them available to students following the standard UNIVERSITY process for providing official transcripts.

FUNDING

The UNIVERSITY will make available dual credit courses at the cost of \$50 per semester credit. The UNIVERSITY will charge standard fees for dual credit, admission applications, orientation, TSI assessment, parking and the uploading of meningitis information. Notification of dual credit fee will be provided to the SCHOOL DISTRICT prior to the beginning of the registration cycle. The SCHOOL DISTRICT and/or student will incur all tuition and applicable fees. The student is responsible for the purchase of any textbook and/or course materials. The UNIVERSITY may waive admission application fees for eligible SCHOOL DISTRICT students (i.e., students on free or reduced lunch).

PROGRAM DETAILS

1. The UNIVERSITY and SCHOOL DISTRICT will adhere to all Rules stipulated in the Texas Administrative Code (TAC) and as delineated by the Texas Higher Education Coordinating Board (THECB): Texas Administrative Code Chapter 4; Subchapter D.
2. In the event the TAC is amended or the THECB adopts new guidelines during the term of this Agreement, the new amendments and guidelines shall prevail.
3. Students meeting program requirements and seeking enrollment for coursework enumerated in Attachment B, must submit the following college admission documents:
 - a. Apply Texas Admissions Application (Apply as dual credit);
 - b. Dual Credit Enrollment Form
 - c. Family Educational Rights and Privacy Act Waiver (optional);
 - d. Meningitis Vaccination Record (if taking courses on a UNT campus);
 - e. Residency Questionnaire (if undocumented status); and
 - f. LUNDC Waiver (if undocumented status).
4. A high school student shall only enroll in a university level course upon demonstrating college readiness in the prerequisite section of a Texas approved assessment (e.g., TSI, SAT, PSAT, or ACT), unless the student has completed all prerequisite courses and other

requirements for that course.

5. All courses referenced in this Agreement must be taught using the UNIVERSITY'S course syllabi.
6. The UNIVERSITY and SCHOOL DISTRICT agree to a minimum of 15 students per class. Exceptions to the enrollment minimum must be approved in advance by UNT.
7. Student misconduct on the UNIVERSITY campus will be addressed in accordance with the university's Code of Student Conduct policy. The UNIVERSITY may dismiss students for disciplinary reasons.

CONFIDENTIALITY OF STUDENT INFORMATION

In accordance with *Family Educational Rights and Privacy Act (FERPA)*, the UNIVERSITY shall be deemed a "school official" with "legitimate educational interest" (as such term and phrase is defined in the Texas Education Code and FERPA) regarding access to any educational records hereunder. Under these guidelines, it is understood and agreed that in order to perform all services as stipulated in this instructional agreement, it will be necessary for the UNIVERSITY to review and be provided access to the "educational records" of students of the SCHOOL DISTRICT for whom the UNIVERSITY provides educational services. The UNIVERSITY agrees to maintain the confidentiality of any and all educational records of students in the SCHOOL DISTRICT that are disclosed to, or reviewed by, the UNIVERSITY in accordance with federal and state laws, and SCHOOL DISTRICT rules and regulations.

The SCHOOL DISTRICT agrees to maintain the confidentiality of any and all educational records of students at the UNIVERSITY that are disclosed to, or reviewed by, the SCHOOL DISTRICT in accordance with FERPA and federal and state laws.

RECRUITMENT, SELECTION, AND ENROLLMENT OF STUDENTS

1. Student recruitment is the responsibility of the SCHOOL DISTRICT and UNIVERSITY.
2. The UNIVERSITY will assist with admission and registration, as necessary, for all students who are qualified and wish to enroll in UNIVERSITY dual credit coursework.
3. SCHOOL DISTRICT attendance policies will be followed as to high school and dual credit courses to meet TEA's average daily attendance (ADA) guidelines. In addition, UNIVERSITY attendance policies will be followed as to UNIVERSITY courses and instructor expectations.

INSTRUCTIONAL CALENDAR

1. The instruction of dual credit courses will be based on UNIVERSITY'S academic calendar and in collaboration with the SCHOOL DISTRICT to meet ADA compliance.

2. Inclement weather procedures will be established in consultation with all parties to this MOU.

TRANSPORTATION

It is the responsibility of the dual credit student to arrange transportation to and from all instructional sites to attend UNIVERSITY dual credit classes.

MEDIA AND PUBLIC RELATIONS

Media and public relations regarding the dual credit program will be managed cooperatively, according to SCHOOL DISTRICT and UNIVERSITY protocols, appropriate under the circumstances.

JOINT PLANNING

The UNIVERSITY and SCHOOL DISTRICT will develop a dual credit course schedule at least one semester in advance of offering the courses.

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

1. Establishment of a calendar that outlines all deadlines, courses, programs and services (e.g., information sessions, application/registration deadlines, advising sessions, etc.).
2. Establishment of effective and efficient procedures and timelines to ensure state compliance with (a) attendance recording and reporting, (b) student progress reports, dual credit add/drops, and (d) awarding of credit.
3. Adoption of practices for (a) student access to university resources (e.g., library, events, etc.), (b) student services, (c) student conduct, (d) ongoing student success, (e) UNIVERSITY class makeup, and (g) grade exclusion.

UNIVERSITY ROLES AND RESPONSIBILITIES

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

1. Assist students in the completion of admissions, college readiness testing, academic advising, and registration procedures.
2. Record grades and make them available to the SCHOOL DISTRICT to meet University Interscholastic League (UIL) requirements and student progress reports.
3. Provide grades immediately upon course completion.

4. Upon SCHOOL DISTRICT request, instructors will record attendance at each class session and make records available to the school principal, or his/her designee at agreed upon (i.e., UNIVERSITY and SCHOOL DISTRICT) review periods.
5. Course drops and withdrawals will follow UNIVERSITY policy in relation to official recording on the student transcript. Requests for drops/withdrawals must be received in writing from the student with SCHOOL DISTRICT approval. Course enrollment status will be reported to the SCHOOL DISTRICT using an agreed upon schedule.
6. Assign credentialed faculty to provide instruction at a level of rigor and quality that meets both the UNIVERSITY and SACSCOC requirements.
7. Conduct dual credit course content evaluations on a yearly basis, to meet SACSCOC requirements.
8. Consider the use of free or low-cost open educational resources for courses offered under the program.

SCHOOL DISTRICT ROLES AND RESPONSIBILITIES

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

1. Plan and schedule dual credit courses at least one semester in advance of offering courses.
2. Provide a copy of the SCHOOL DISTRICT's annual calendar and official grade reporting dates.
3. Collaborate with the UNIVERSITY to align the high school curriculum with the college course syllabus and the high school Texas Essential Knowledge and Skills (TEKS).
4. Assist with recruiting efforts and information dissemination to students and parents regarding UNIVERSITY dual credit opportunities. Schedule and provide a facility to host at least one dual credit information session annually.
5. Provide support to UNIVERSITY or SCHOOL DISTRICT faculty employed to teach dual credit courses in accordance with the rules and regulations of the Texas Higher Education Coordinating Board (THECB), Texas Education Agency (TEA), and Southern Association of Colleges and Schools Commission on Colleges (SACSCOC).
6. Coordinate and provide assistance to students regarding UNIVERSITY admissions, testing, advisement, and registration procedures.
7. Provide evidence that students have demonstrated college readiness (TSI).
8. Screen students for supplementary requirements as established by the SCHOOL DISTRICT.

9. Assign a district or campus contact person to assist with the coordination of duties related to the dual credit partnership between SCHOOL DISTRICT and UNIVERSITY in matters such as:
 - a. Student Texas Success Initiative (TSI) exemption records;
 - b. Advising of students with completion of all required UNIVERSITY admissions documents; (3) Providing facilities and assisting the UNIVERSITY with dual credit information sessions;
 - c. Coordinating with the UNIVERSITY timely submissions of all required student documentation; and
 - d. Serving as a liaison to students, parents, high school personnel and UNIVERSITY personnel.

AGREEMENT

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

IMMUNITY AND LIMITS OF LIABILITY

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

RIGHT OF REVOCATION

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

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

UNIVERSITY	SCHOOL DISTRICT
Dr. Brenda Kihl Vice Provost for Curriculum and Partnerships University of North Texas 1155 Union Circle, #311246 Denton, TX 76203-5017 (940) 565-4392 Brenda.kihl@unt.edu	Tiffany Carey Director of Innovative Learning Frisco, Independent School District 5515 Ohio Dr. Frisco, TX 75035 (469)-633-6574

In witness thereof, the Frisco Independent School District and University of North Texas have executed this Agreement.

DocuSigned by: 4/8/2020
By: Jennifer Cowley
Jennifer Cowley, Provost and Vice President of Academic Affairs
UNIVERSITY OF NORTH TEXAS

DocuSigned by: 4/8/2020
By: Chady Rudy
Chady Rudy, President
Board of Trustees
FRISCO INDEPENDENT SCHOOL DISTRICT

Attachment A

Alignment with Statewide Dual Credit Goals

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.

The University of North Texas (UNT) and Frisco Independent School District (FISD) will provide ongoing outreach efforts to inform students and parents of the UNT-FISD dual credit opportunities, its benefits and costs through multiple modalities.

Both UNT and FISD will maintain and regularly update a website with information about the dual credit program. The websites will contain information about dual credit course offerings, program eligibility, admissions and registration processes, tuition and fees, and frequently asked questions that explain the benefits of the dual credit program.

UNT will create and distribute printed materials that describes the dual credit program and directs students and parents to additional resources to learn more about the benefits and cost of the UNT dual credit program.

FISD will also arrange one or more information sessions at a convenient location to present essential information about the dual credit opportunities, benefits, and costs to both students and parents. During information sessions, participants are welcome to ask questions of UNT and FISD representatives.

Goal 2: Dual credit programs will assist high school students in the successful transition to and acceleration through postsecondary education.

The UNT dual credit program is designed in collaboration with FISD. Courses selected for dual credit meet high school graduation requirements and apply to the transferrable Texas Core Curriculum and bachelor's degrees at UNT. Through comprehensive informational materials and annual advising, students and parents can make informed decisions and be on track to successfully transition to a college or university as a sophomore.

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.

Dual credit students receive academic and college readiness advising from UNT and FISD prior to registering for UNT dual credit courses. While enrolled in UNT dual credit courses, students have access to student support services, including academic advising, counseling, tutoring, math and writing support, academic accommodation services, and library services. These services are available at the UNT Frisco campus and some are accessible online from any location with internet access.

Goal 4: The quality and rigor of dual credit courses will be sufficient to ensure student success in subsequent courses.

UNT will maintain responsibility and authority to ensure the quality and rigor of dual credit courses. All faculty teaching dual credit courses are required to meet credentialing standards of the Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) and ensure the course curriculum, including course content, methods of delivery, methods of assessment and scheduled contact hours will adhere to all standards set by the UNIVERSITY and by the Texas Higher Education Coordinating Board (THECB). Dual credit courses will be taught, and grades assessed according to standard collegiate practices to ensure success in subsequent courses.

Attachment B
UNT Courses Approved for Dual Credit

Frisco ISD Course Title	Frisco ISD Course Credit (PEIMS equivalent)	UNT Course Number	UNT Course Title	UNT Semester Credit Hours
Art Appreciation @UNT	0.5 (3500110)	ART 1300	Art Appreciation for Non-Art Majors	3 hours
Intro Communications @UNT	0.5 (3241200)	COMM 1010	Introduction to Communications	3 hours
Comp 1 Eng 3 @UNT	0.5 (3220300)	ENGL 1310	College Writing I	3 hours
Comp 2 Eng 3 @UNT	0.5 (3220300)	ENGL 1320	College Writing II	3 hours
Hist 1 US History @ UNT	0.5 (3340100)	HIST 2610	United States History to 1865	3 hours
Hist 2 US History @ UNT	0.5 (3340100)	HIST 2620	United States History Since 1865	3 hours
TX Government @ UNT	0.5 (3380002)	PSCI 2305	U.S. Political Behavior	3 hours
Sociology @ UNT	0.5 (3380001)	SOCI 1510	Individuals in Society	3 hours