INSTRUCTIONAL AGREEMENT
BETWEEN
THE DENTON SCHOOL DISTRICT
AND
THE UNIVERSITY OF NORTH TEXAS
DUAL CREDIT PROGRAM

STATE OF TEXAS

This agreement, made and entered into on February 1, 2018 by and between the Denton 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) years beginning on August 1, 2019 and ending on July 31, 2022. 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.

ELIGIBLE COURSES

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

STUDENT ELIGIBILITY

(1) 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) has met the universities’ regular prerequisite requirements designated for that course (e.g., minimum score on a specified placement test, minimum grade in a specified previous course, etc.).

(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. In light of this, 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 accreditation requirements.

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 and SCHOOL DISTRICT will collaborate in the development and delivery of instruction. The UNIVERSITY faculty member holds the final responsibility for the content, design, evaluation, assignment of grades, and awarding of credit 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 policies of the UNIVERSITY in relation to academic integrity, 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. Student conduct issues will be addressed using SCHOOL DISTRICT policies and procedures.

Students enrolled in dual credit courses will be provided support services to assure appropriate recruitment, registration, 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.

TRANSCRIPTING OF CREDIT

The UNIVERSITY will award credit for completed courses which have been approved and appear in the UNT/Denton ISD Course Articulation Matrix (Attachment A). These courses shall have been evaluated and approved through the official University curriculum approval process in accordance with THECB requirements and TEA requirements for high school graduation and shall be at a more advanced level than courses taught at the high school 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, 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 and Guidelines 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 A, 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 the UNT campus);

e.) Residency Questionnaire (if undocumented status); and

f.) LUNDC Waiver (if undocumented status).

(4) A high school student will not be allowed to take a university level course directly related to a failed section of the UNIVERSITY’S placement exam (e.g., TSI, SAT, PSAT, or ACT), unless the student has completed all prerequisite courses and other requirements for that course.

(5) All courses referenced in this Agreement must be taught using the UNIVERSITY’S course syllabi.

(6) The UNIVERSITY and SCHOOL DISTRICT agree to a minimum of 20 students per class.

(7) Student misconduct on the UNIVERSITY campus will be addressed in accordance with the university’s Student Code of Conduct. The UNIVERSITY shall report disciplinary problems to the SCHOOL DISTRICT. Students in violation of the UNIVERSITY’S code of conduct will also abide by the SCHOOL DISTRICT’S rules and regulations regarding misconduct. In addition, both UNIVERSITY and SCHOOL DISTRICT administration may refuse to admit students with disciplinary problems.

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.

RECRUITMENT, SELECTION, AND ENROLLMENT OF STUDENTS

(1) Student recruitment is the responsibility of the SCHOOL DISTRICT.

(2) The University will assist with enrollment and retention, as necessary, for all students who are qualified and wish to enroll in the UNT 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) Instruction and testing will follow the State Board of Education and TEA compliance standards.

(3) Inclement weather procedures will be established in consultation with all parties to this MOU.

TRANSPORTATION

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

MEDIA AND PUBLIC RELATIONS

Media and public relations regarding the UNT/Denton ISD Dual Credit program will be managed cooperatively, according to SCHOOL DISTRICT and UNIVERSITY protocols, appropriate under the particular circumstances.

JOINT PLANNING

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

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

The UNIVERSITY and SCHOOL DISTRICT will convene on a yearly basis to discuss and agree upon textbook selection for courses delineated in Attachment A. The program’s intent is to maintain adopted textbooks for a period of no less than three years.
The UNIVERSITY and SCHOOL DISTRICT will collaboratively design, implement, and assess the following program components:

(1) Establishment of a collegiate calendar that outlines all programs and services (e.g., general audience seminars, graduate student sessions at academy site, etc.) in a developmental sequence (e.g., grade 9 to first year in college).

(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.

(4) Adoption of policy supported practices to address and sustain (a) student transportation and monitoring, (b) student access to university resources (e.g., library, events, fitness center, etc.), (c) student conduct, (d) tuition and fees, (e) UNIVERSITY class makeup, (f) internships, and (g) grade exclusion.

DUTIES OF THE UNIVERSITY

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

A. Assist students in the completion of admissions, testing, advisement, and registration procedures.

B. Record grades and make them available to the SCHOOL DISTRICT to meet University Interscholastic League (UIL) requirements and student progress reports.

C. Provide grades and official transcripts immediately upon course completion.

D. 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.

E. Drop a student at the request of the high school, or of the student, and report the student's request to the high school principal, or his/her designee, using an agreed upon Add/Drop process and deadlines to ensure a successful student transition between courses.

F. Conduct dual credit course content evaluations – should SCHOOL DISTRICT faculty teach dual credit – on a yearly basis, to meet SACSCOC requirements.

DUTIES OF THE SCHOOL DISTRICT

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

A. Plan and schedule dual credit courses at least one semester in advance of offering courses.
B. Provide a copy of the SCHOOL DISTRICT’s annual calendar and official grade reporting dates.

C. Collaborate with the UNIVERSITY to align the high school curriculum with the college course syllabus, evaluate instructional materials, review student projects and reports, and discuss student problems as measures to provide assurance that dual credit courses represent college level content and the high school Texas Essential Knowledge and Skills (TEKS).

D. 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).

E. Coordinate and provide assistance to students regarding UNIVERSITY admissions, testing, advisement, and registration procedures.

F. Provide evidence that students have demonstrated college readiness (TSI).

G. Screen students for supplementary requirements as established by the SCHOOL DISTRICT.

H. 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:
   (1) Student Texas Success Initiative (TSI) exemption records;
   (2) Advising of students with completion of all required UNIVERSITY admissions documents;
   (3) Assisting the UNIVERSITY with student orientation;
   (4) Coordinating with the UNIVERSITY timely submissions of all required student documentation; and (5) Serving as 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 finish their coursework without penalty. A breach of this Agreement includes, but is not limited to, a violation of the policies and rules of the UNIVERSITY or SCHOOL DISTRICT, the making of a misrepresentation or false statement by one of the parties, or the occurrence of a conflict of interest between the parties.

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

<table>
<thead>
<tr>
<th>UNIVERSITY</th>
<th>SCHOOL DISTRICT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christy Crutsinger</td>
<td>Dr. Jamie Wilson</td>
</tr>
<tr>
<td>Vice Provost for Academic Affairs</td>
<td>Superintendent</td>
</tr>
<tr>
<td>University of North Texas</td>
<td>Denton, Independent School District</td>
</tr>
<tr>
<td>11 55 Union Circle, #311190</td>
<td>1307 N. Locust St.</td>
</tr>
<tr>
<td>Denton, TXX 76203-5017</td>
<td>Denton, TX 76201</td>
</tr>
<tr>
<td>(940) 369-7911</td>
<td>(940) 369-0000</td>
</tr>
<tr>
<td><a href="mailto:christy.crutsinger@unt.edu">christy.crutsinger@unt.edu</a></td>
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</tbody>
</table>

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

By:  
Neal Smatresk, President
UNIVERSITY OF NORTH TEXAS

By:  
Jamie Wilson, Superintendent
DENTON ISD
### Attachment A
UNT Dual Credit Course Matrix: 2019-2020

<table>
<thead>
<tr>
<th>Denton Course Title</th>
<th>Denton Course Credit (PEIMS or TEKS equivalent)</th>
<th>UNT Course Number</th>
<th>UNT Course Title</th>
<th>UNT Semester Credit Hours</th>
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<tr>
<td>Economics</td>
<td>.5</td>
<td>ECON 1110</td>
<td>Principles of Macroeconomics</td>
<td>3 hours</td>
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<tr>
<td>United States History A DC</td>
<td>.5</td>
<td>HIST 2610</td>
<td>US before 1865</td>
<td>3 hours</td>
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<tr>
<td>United States History B DC</td>
<td>.5</td>
<td>HIST 2620</td>
<td>US after 1865</td>
<td>3 hours</td>
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<tr>
<td>United States Government DC</td>
<td>.5</td>
<td>PSCI 2305</td>
<td>US Political Behavior</td>
<td>3 hours</td>
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<tr>
<td>Special Topics in Social Studies</td>
<td>.5</td>
<td>PSCI 2306</td>
<td>U.S. &amp; Texas Government</td>
<td>3 hours</td>
</tr>
<tr>
<td>English III A DC/English IV A DC</td>
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<td>ENGL 1310</td>
<td>College Writing I</td>
<td>3 hours</td>
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<tr>
<td>English III B DC/English IV B DC</td>
<td>.5</td>
<td>ENGL 1320</td>
<td>College Writing II</td>
<td>3 hours</td>
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