

DUAL CREDIT PARTNERSHIP AGREEMENT
BETWEEN
THE UNIVERSITY OF TEXAS AT ARLINGTON
AND
KELLER ISD

This Dual Credit Partnership Agreement (“Agreement”) is made and entered into effective as of April 25, 2023 (“Effective Date”), by and between The University of Texas at Arlington, an agency and institution of higher education established under the laws of the State of Texas (“University”), and Keller ISD listed as (“School”). University and School may be referred to singularly as a “Party” and collectively as the “Parties”.

WHEREAS, Texas Education Code (“TEC”) §§ 28.009, 29.182 and 29.184 and 19 Texas Administrative Code (“TAC”) Chapter 4, Subchapter D authorize an institution of higher education to contract with a public school district for the provision of instruction resulting in dual credit received by a Student for such a course.

WHEREAS, University offers a dual credit partnership program (“Program”).

WHEREAS, School and School’s students (“Students”) wish to participate in the Program.

NOW THEREFORE, for the mutual promises and covenants contained herein and other good and valuable consideration, the Parties agree as follows:

Overview of the Program

In accordance with and under the authority of the Texas Administration Code Title 19, Part I, Chapter 4, Subchapter D, Rule §4.85 and the Rules and Regulations of the Texas Higher Education Coordinating Board (THECB), University allows Students, who meet eligibility requirements, to enroll in college-level courses while completing their high school studies.

Goals of the Program

The Program’s goals align with the statewide goals developed by the Texas Higher Education Coordinating Board (“THECB”) and the Texas Education Agency (“TEA”) for dual credit courses.

Goal 1: University and School will collaborate to implement purposeful and collaborative outreach efforts to inform all students and parents of the benefits and costs of dual credit, including, but not limited to policies on enrollment and applicable fees.

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

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.

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

Program Requirements

1. Eligible Courses

University shall establish and conduct the courses included in the degree plans that are made available to Students. Students are encouraged to enroll in 1000 and 2000-level courses. Enrollment of Students in 3000 and 4000-level courses will be reviewed by University and School on a case-by-case basis. Students are encouraged to take coursework that will apply to a future major or area of interest.

2. Student Eligibility

Students are eligible to participate in the program if they meet the qualifications listed on the UTA website at: <https://www.uta.edu/student-success/path-to-graduation/dualcredit/qualifications>, as and may be updated from time to time. Additional qualifications may apply depending on the Program agreed between the Parties. Any additional qualifications agreed between the Parties will be listed in Exhibit A to this Agreement. In the event of any inconsistency between the eligibility requirements listed on the University website and those listed in Exhibit A, the requirements in Exhibit A will control.

Students enrolling in dual credit courses must meet course prerequisites as set by University unless University issues a prerequisite waiver, which will be reviewed on a case-by-case basis. Official AP/IB CLEP scores or college transcript(s) will need to be provided to University, for class registration consideration and advising.

Per University policies, if a Student obtains an F in a dual credit course, they will no longer be eligible to participate in the Program. This will not impact the University's admission decision should the Student apply to become a degree seeking student at University.

3. Location of Classes

Students will take courses taught through electronic means. For dual credit courses taught exclusively electronically, University will comply with applicable rules and procedures for offering courses at a distance in Subchapters P and Q of Texas Administration Code Title 19, Part I, Chapter 4, Subchapter D. Additionally, courses taught electronically will comply with the Texas Higher Education Coordinating Board's adopted Principles of Good Practice for Courses Offered Electronically.

4. Student Composition of Classes

Dual credit courses may be composed of dual credit students only or dual credit and college students. Exceptions for a mixed class that combines college credit and high school credit-only students may be allowed only when the creation of a high school credit-only class is not financially viable for the high school and one of the following conditions is met:

- a. If the course involved is required for completion under the State Board of Education High School Program graduation requirements, and the high school involved is otherwise unable to offer such a course.
- b. If the high school credit-only students are College Board Advanced Placement or International Baccalaureate students.
- c. If the course is a career and technical/college workforce education course and the high school credit-only students are eligible to earn articulated college credit.

5. Faculty Selection, Supervision and Evaluation

University shall select all instructors of dual credit courses. These instructors must be regularly employed faculty members of University or must meet the same standards (including minimal requirements of the Southern Association of Colleges and Schools Commission on Colleges) and approval procedures used by University to select faculty responsible for teaching the same courses at University's main campus. University shall supervise and evaluate instructors of dual credit courses using the same or comparable procedures for faculty at University's main campus.

6. Course Curriculum, Instruction and Grading

All dual credit courses and the corresponding courses offered at University's main campus are equivalent with respect to the syllabus, curriculum, materials, instruction, and method/rigor of student evaluation and grading procedure. These standards will be upheld regardless of the student composition of the class.

7. Academic Policies and Student Support Services

Regular academic policies will apply to courses taken through the Program. All student support services, including, but not limited to academic advising and counseling are available to Students enrolled in the Program.

8. Advising Strategies

University and School will establish common advising strategies and terminology related to dual credit and college readiness. School will designate at least one employee to be responsible for providing academic advising to a Student enrolling in a dual credit course under the Program before the Student begins the dual credit course.

9. Endorsements

University and School will collaborate to align the endorsements described by Texas Education Code Section 28.025 (c-1) offered by School, with the dual credit courses offered by University under the Program that apply to those endorsements through the postsecondary pathways and credentials offered by University. University and School will identify tools, including tools developed by the Texas Education Agency ("TEA"), the Texas Higher Education Coordinating Board ("THECB") or the Texas Workforce Commission ("TWC") to assist counselors, Students and families in selecting endorsements offered by School and dual credit courses offered by University.

10. Course Crosswalks

University and School will collaboratively develop a procedure for establishing the course credits that may be earned in the Program, which will include the development of a course equivalency crosswalk or other method or equating high school courses with college courses and identifying the number of credits that may be earned for each course completed through the Program.

11. Transcription of Credit

At the end of each semester, University will provide a grade roster with letter and numeric grades to the School's designated representative. School will make the necessary arrangements to post the grade for the dual credit course on Student's high school record. Any grade received by a Student in a dual credit course will remain on the Student's University record permanently.

Students can request a transcript from University upon payment of fees. Additional fees will apply for same day transcript requests.

12. Funding

- a. Students enrolled in UTA dual credit offerings will be charged the dual credit tuition rate and shall assume financial responsibility for tuition, costs and regular University fees for parking, specific departmental fees, TSI testing fees, and any other fees including, but not limited to the distance education course fee, if applicable.
 - i. The dual credit tuition rate is currently \$50.00 per credit hour.
 - ii. The distance education course fee is currently \$37.50 per course.
 - iii. All fees, including, but not limited to the dual credit tuition rate are subject to change by University.
- b. If School will assume financial responsibility for any of the tuition, costs, and any other applicable fees, it will be agreed between the Parties and specified in Exhibit A to this Agreement.
- c. School or Student will assume responsibility for transportation, textbooks, supplemental materials, supplies, and operational equipment required for dual credit courses.

13. Open Education Resources

University and School shall consider the use of free or low-cost open educational resources in courses offered through the Program.

14. Code of Conduct

All Students enrolled at the University, including, but not limited to Students in the Program are required to abide by the standards outlined in the University's Student Code of Conduct and academic integrity policy.

15. FERPA Compliance and Data Sharing

- a. If a Student is enrolled concurrently at School and University as part of the Program, the Parties may disclose an education record(s) regarding the Student in accordance with United States Code, 34 CFR 99.34.
- b. The Parties agree that each has a legitimate educational interest in a Student's education records for purposes of the Family Educational and Privacy Rights Act ("FERPA"). Each Party hereby designates the other Party as a school official with a legitimate educational interest in the educational records covered by this Agreement and to the extent that access to the records is required by each Party to carry out the purposes of this Agreement. Both Parties agree to maintain the confidentiality of the educational records in accordance with the provisions of FERPA.
- c. School agrees that once a Student is enrolled in a University course, the Student is under the postsecondary rules of FERPA and Students are given the right of privacy in their educational records when enrolled in University courses, regardless of their age. Any disclosure of Student's educational records to parents, legal guardians, or third parties by University is at sole discretion of University.

General Provisions

1. Term and Termination

- a. The term ("Term") of this Agreement will begin on the Effective Date and shall be in effect for five (5) years. Upon expiration of the Term, this Agreement shall automatically renew for one (1) year on an annual basis unless either Party notifies the other Party of its intent to terminate the Agreement.
- b. This Agreement may be terminated by either Party upon sixty (60) days' written notice, however any Student enrolled in the Program at the time of termination shall be permitted to complete that semester or term in which they are enrolled.

2. Relationship of the Parties

It is expressly agreed that the Parties are independent contractors and that the relationship between the Parties will not constitute a partnership, agency or joint venture. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or take any action, that will be binding on the other Party, without the prior written consent of such other Party.

3. Assignment

The Parties recognize that this Agreement is based upon the skill and expertise of the Parties and therefore agree that this Agreement and the obligations thereunder may not be assigned or delegated without the written consent of the other Party.

4. Notices

Except as otherwise provided by this Section, notices, consents, approvals, demands, requests or other communications required or permitted under this Agreement, will be in writing and sent via certified mail, hand delivery, overnight courier, facsimile transmission (to the extent a facsimile number is provided below), or email (to the extent an email address is provided below) as indicated below, and notice will be deemed given (i) if delivered by certified mail, when deposited, postage prepaid, in the United States mail, or (ii) if delivered by hand, overnight courier, facsimile (to the extent a facsimile number is provided below) or email (to the extent an email address is provided below), when received:

If to University: _____

Fax: _____
Email: _____
Attention: _____

with copy to: Office of Legal Affairs

701 S. Nedderman Drive
Arlington, TX 76019
Fax: _____
Email: contracts@uta.edu
Attention: Shelby Boseman

Fax: 817-741-3122
Email: Rick.Westfall@KellerISD.Net
Attention: Rick Westfall, Ed. D.

5. Non-Waiver

No covenant or condition of this Agreement may be waived except by written consent of the waiving Party. Forbearance or indulgence by one Party in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by the other Party.

6. Severability

In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision, and this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained in it. To this end, the provisions of this Agreement are declared to be severable. The Parties may mutually agree to renegotiate this Agreement to cure such illegality/invalidity or unconstitutionality if such may be reasonably accomplished.

7. Governing Law

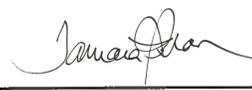
Tarrant County, Texas shall be the proper place of venue for suit on or in respect of this Agreement. This Agreement and all of the rights and obligations of the Parties thereto and all of the terms and conditions thereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of Texas.

8. Entire Agreement; Modifications

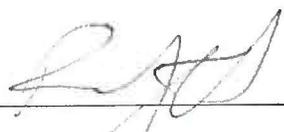
This Agreement (including all exhibits, schedules, supplements and other attachments (collectively, **Exhibits**)) supersedes all prior agreements, written or oral, between School and University and will constitute the entire agreement and understanding between the Parties with respect to its subject matter. This Agreement and each of its provisions will be binding upon the Parties, and may not be waived, modified, amended or altered, except by a writing signed by University and School. All Exhibits are attached to this Agreement and incorporated for all purposes.

University and School have executed and delivered this Agreement to be effective as of the Effective Date.

UNIVERSITY:

By: 
Name: Tamara L. Brown, Ph.D.
Title: Provost and Senior Vice President
for Academic Affairs

SCHOOL:

By: 
Name: Dr. Rick Westfall
Title: Superintendent of Schools

APPROVED AS TO FORM BY


KATHARINE ADAMS
ASSOCIATE UNIVERSITY ATTORNEY
UNIVERSITY OF TEXAS AT ARLINGTON

Digitally signed by Katharine
Adams
Date: 2023.07.31 15:23:14 -05'00'

EXHIBIT A
PROGRAM SPECIFIC TERMS

The Early College High School Nursing Academy was created for exceptional high school students interested in pursuing a Bachelor of Science in Nursing (BSN) at the University of Texas at Arlington (UTA). Students start this journey freshman year of high school and must adhere to the minimum requirements throughout the program. Students meeting these requirements will take 4 dual credit courses (2 courses in fall and 2 courses in spring) at UT Arlington in their senior year and receive priority placement as a partnered student in the 15-month BSN Prelicensure program following high school graduation.

Minimum Program Requirements

In order to receive admission to the nursing program, students must meet the following requirements:

- Meet requirements of UT Arlington's Dual Credit program as outlined here: [Dual Credit Qualifications - Division of Student Success - The University of Texas at Arlington \(uta.edu\)](#)
- Maintain program eligibility to start the BSN Prelicensure Nursing Program as follows:
 - Complete all required natural sciences (BIOL 2457, BIOL 2458, BIOL 2460, CHEM 1451) prior to start of the fall semester of enrollment (high school senior year).
 - Complete NURS 2300, NURS 3365, and NURS 3366 at UTA.
 - Grading policies apply to all courses.
 - Adhere to all admission requirements as outlined on the BSN Prelicensure Program Admission Brochures:
 - [Campus-Based BSN Admissions Brochure](#)
 - Meet once a month with an assigned Academic Advisor to discuss progression and college life.

Failure to maintain the minimum program requirements leads to program removal. Removed students can continue as a traditional Nursing and Health majors and can apply for the BSN Prelicensure program.

Students who successfully meet the program requirements will:

- Enroll as full-time students.
- Enroll in the four semesters of the program as follows: Junior 1 – summer, Junior 2 – fall, Senior 1 – spring, Senior 2 – summer.
- Have clinical assignments conducted at the hospital associated with the High School's location. Students will be required to provide transportation to and from the clinical assignment within their region.