Statewide Course Catalog
Public School District and Open-Enrollment Charter School Agreement 2016-2017

The Texas Virtual School Network (TxVSN), created by the 80th Texas Legislature in 2007, provides electronic (online) courses for students across the state that have been approved through the course submission and review process administered by the Texas Education Agency (TEA). The following terms of agreement provide guidelines necessary for participation in the TxVSN statewide course catalog. This agreement requires annual signatures from the public school district or charter school superintendent and the designated TxVSN District Administrator. The parties to this agreement are the TxVSN central operations and the TxVSN receiver district whose official representative's name and authorized signature appear below. Please read the agreement in its entirety before signing.

Definitions

1. State virtual school network, Texas Virtual School Network, network, and TxVSN mean the state-led online learning initiative established under Texas Education Code (TEC) Chapter 30A. The TxVSN is comprised of two components, the supplemental statewide course catalog and the full-time virtual online schools program. Authorized by the TEC Chapter 30A, the TxVSN is a partnership network administered by the Texas Education Agency (TEA) in coordination with regional education service centers (ESCs), Texas public school districts and charter schools, non-profit entities, private entities, corporations, and institutions of higher education as defined by 20 U.S.C. §1001.
2. TxVSN course provider (or course provider) is an entity that meets eligibility requirements and provides an electronic course through the TxVSN.
3. An electronic course is an educational course in which instruction and content are delivered primarily over the Internet, a student and teacher are in different locations for a majority of the student's instructional period, most instructional activities take place in an online environment, the online instructional activities are integral to the academic program, extensive communication between a student and a teacher and among students is emphasized, and a student is not required to be located on the physical premises of a school district or charter school. An electronic course is the equivalent of what would typically be taught in one semester. For example: English IA is treated as a single electronic course and English IB is treated as a single electronic course.
4. TxVSN central operations is the regional education service center that carries out the day-to-day operations of the TxVSN, including the centralized student registration system, statewide course catalog listings, and other administrative and reporting functions. Region 10 ESC and the Harris County Department of Education serve as TxVSN central operations, acting under the administering authority of the TEA.
5. TxVSN Course Review is the entity that implements the submission and review process administered by the TEA which ensures courses provided through the TxVSN meet the TxVSN standards. Region 10 ESC serves as TxVSN course review, acting under the administering authority of the TEA.
6. The TxVSN statewide course catalog is a supplemental online high school instructional program available through approved TxVSN course providers.
7. TxVSN receiver district (or receiver district) is a Texas public school district or charter school that has students enrolled in the district or charter school who take one or more online courses provided through the TxVSN statewide course catalog.
8. Course types:
    a. Accelerated courses are scheduled to be nine but not less than six weeks in duration.
    b. Semester-paced courses follow a traditional semester schedule of 10 or more weeks in duration.
    c. Continuous enrollment courses have a flexible instructional start and end date.
    d. Non-continuous enrollment courses have a fixed instructional start and end date.
9. Successful course completion is the term that applies when a student taking a high school course has demonstrated academic proficiency of the content for a high school course and has earned a minimum passing grade of 70% or above on a 100-point scale, as assigned by the properly credentialed online teacher(s), sufficient to earn credit for the course.
10. A responsible adult is the person designated by the school district or open-enrollment charter school that is 21 or older and is not a relative of a student. An examination proctor must be a responsible adult.
11. An examination is an assessment that measures students' mastery of 50% or more of the entire course knowledge, skills, and student expectations.
12. School days, for the purposes of calculating the TxVSN course drop period, follow the schedule determined by TxVSN central operations.
13. Course cost is the per student fee that TxVSN course providers charge to deliver an instructor-led online course provided through the TxVSN statewide course catalog to students. Each TxVSN course provider has posted its course cost in the TxVSN catalog. Per TEC, §30A.155, course cost may not exceed $400 dollars per semester course. Many TxVSN course providers charge a lesser fee.
14. Normal course load for a student is defined by the Texas Attorney General as seven credit hours per school year.

TxVSN Receiver District shall implement legal requirements by:

1. Notifying students and parent of the option to enroll in an electronic course offered through the TxVSN at the time and in the manner that the school district or open-enrollment charter school informs students and parents about courses offered in the district's or school's traditional classroom setting.
2. adopting and sending, at least once per school year, to a parent of each district or school student enrolled at the middle and high school level a copy of the written policy adopted under TEC, §30A.007 that provides students with the opportunity to enroll in electronic courses provided through the TxVSN, consistent with TEC §26.0031. This policy must:
    a. Specify how parents and students are to be notified of the option to enroll in courses offered through the TxVSN.
    b. not deny the request of a parent to enroll a student in a course offered through the TxVSN, other than as allowed by exceptions specified in TEC §26.0031.
    c. Ensure that the Admission, Review, and Dismissal committee of a student with a disability determines if enrollment in a TxVSN course(s) meets the student's needs.
3. Following attendance accounting procedures for TxVSN courses based on criteria established by TEC, Chapter30A and described in the most current version of the TEA's annual Student Attendance Accounting Handbook.
4. confirming student eligibility to enroll in a course provided through the TxVSN based on the following criteria:
    a. the student, on September 1 of the school year;
        i. is younger than 21 years of age; or
        ii. is younger than 26 years of age and entitled to the benefits of the FSP under the TEC, §42.003;
    b. the student has not graduated from high school; **and**
    c. the student
        i. is otherwise eligible to enroll in a public school in this state; or
        ii. meets the following requirements:
            1. is a dependent of a member of the United States military;
            2. was previously enrolled in high school in this state, and
            3. no longer resides in this state as a result of a military deployment or transfer.
5. Understanding that if an eligible student participates in a course offered through the TxVSN, meets the requirements for enrollment, and is enrolled in the Texas school district or charter school, the student is eligible to generate Foundation School Program (FSP) funding in the same manner as a student who receives instruction in a traditional classroom. A student is eligible to generate FSP funding for participation in a TxVSN course or program regardless of whether the student is physically present at school while participating in the course or program.
6. Recognizing that for a TxVSN course for grades 9-12 to count toward Average Daily Attendance (ADA) eligibility status, the student must successfully complete the course.
7. Understanding that a total of no more than three yearlong courses taken through the TxVSN statewide course catalog during any school year may be used in determining a student's ADA eligibility.
8. recognizing that it may decline to pay the cost for a student of more than three yearlong courses, or the equivalent, during any school year; this does not limit the ability of the student to enroll in additional electronic courses at the student's cost.
9. Recognizing that full-time enrollment in the TxVSN means enrollment in five or more TxVSN courses for grades 9-12 and confirming the eligibility of the student to enroll full-time in courses offered through the TxVSN. A student enrolled in a TxVSN receiver district is eligible to enroll full time in courses offered through the TxVSN statewide course catalog only if the student meets the eligibility requirements in 4(a) – (c)(i) and meets one of the following three criteria:
    a. the student was enrolled in a public school in this state in the preceding school year;
    b. the student has been placed in substitute care in this state, regardless of whether the student was enrolled in a public school in this state in the preceding school year; **or**
    c. the student:
        i. is a dependent of a member of the United States military;
        ii. was previously enrolled in high school in this state; and
        iii. no longer resides in this state as a result of a military deployment or transfer.
10. establishing local procedures for eligible private and home-schooled students who reside within the district or open-enrollment charter school's attendance zone but are not enrolled in a school district or charter school ("un-enrolled students") to register for up to two electronic courses per semester offered through the TxVSN statewide course catalog. The student is not eligible to generate FSP. The district or charter school shall charge the course cost for enrollment in an electronic course provided through the TxVSN statewide course catalog to the student. Un-enrolled students will be assigned to the receiver district's campus in the TxVSN system for purposes of TxVSN reporting only. Procedures must:

a. address collection of the course cost from the student by the district or charter school and timely payment to TxVSN central operations,
b. address award of the appropriate unit of credit to the student for completing the course,
c. note that the private and home-schooled student is not considered to be a public school student and is not entitled to any right, privilege, activities, or services available to a student enrolled in a public school, other than the right to receive the appropriate unit of credit for completing an electronic course,
d. communicate whether a nominal administrative fee, not to exceed $50, will be assessed to the private and home-schooled student by the district or charter school (TEC §30A.155), and
e. ensure that the semester course cost does not exceed $400.

The TxVSN Receiver District shall plan and implement participation in the TxVSN statewide course catalog by:

11. designating staff to fulfill the following TxVSN roles:
    a. The District Administrator is the primary contact with TxVSN central operations for all compliance and financial communications as well as for access to TxVSN systems for district-wide student records and reporting.
    b. The TxVSN Site Coordinator(s) enrolls students in TxVSN courses; receives grade reports from course instructors; proctors or arranges examination proctors; mentors, monitors, and supports students taking courses or supervises persons assigned to mentor, monitor, and support students; and, serves as a primary contact for the online course instructor.
    c. A mentor is a responsible adult who is assigned to mentor, monitor, and support all students to ensure satisfactory progress is made in the course.
12. abiding by the enrollment schedule and any published priorities, enrollment and drop dates, and processes established by TxVSN central operations.
13. supplying TxVSN central operations with a current listing of campus principals and notifying the principals that they are required to confirm the registration of TxVSN Site Coordinator(s) on their campus.

The TxVSN Receiver District shall utilize TxVSN systems to:

14. select the course that best meets students' needs by reviewing the course catalog descriptions and TxVSN course provider Snapshot data.
15. notify TxVSN central operations of all course drops by the deadlines established by TxVSN central operations, using the My TxVSN secure workspace.
16. monitor key dates for students to drop high school courses according to the following drop periods:
    a. For a non-continuous enrollment course, a 14-school-day drop period after instructional start date.
    b. For a continuous enrollment course, a 14-school-day drop period after enrollment date if student joins the course after the instructional start date.
    c. For an accelerated course, a four-school-day drop period after the instructional start date.
17. follow appropriate dual credit enrollment procedures, including:
    a. applying to and enrolling the student in the selected institution of higher education,
    b. adhering to the selected higher education institution's enrollment and drop schedule, and
    c. implementing dual credit rules as established by the TEA and the Texas Higher Education Coordinating Board. The Texas Administrative Code (TAC), §4.84 and §9.144, requires that any dual credit partnership between a secondary school and a public college include a written agreement approved by the governing boards or designated authorities of both institutions. This TxVSN agreement does not replace the agreement between the institution of higher education and the secondary school.

The Receiver District shall support students enrolled in TxVSN statewide catalog courses by:

18. ensuring that the TxVSN Site Coordinator(s) and mentor(s) communicate regularly with course instructors and with students to monitor students' progress throughout the course and support their successful course completion.
19. accepting the final grade awarded by the TxVSN course provider for students still enrolled in a TxVSN course after the drop period has passed and applying local grading policy and weights as appropriate.
20. retaining responsibility for providing student services, including bilingual/ESL education, special education, hospital/homebound services, migrant education, §504, or other support services. It is the responsibility of the receiver district to communicate a student's need for modifications or accommodations well in advance of the course start date.
21. providing technical support to students when the school's software and hardware are used to access courses.

22. providing students with required materials such as textbooks, calculators, or lab materials for the selected course if not included by the course provider. Required materials are noted in the course detail description of each course.
23. ensuring that an adult monitors the student during laboratory and field investigations and physical activity in physical education courses.

The Receiver District shall apply the most current attendance accounting rules established by the TEA.

The following examples of attendance accounting rules for students who are enrolled in the receiver district are taken from the Student Attendance Accounting Handbook:

24. Enrollment in courses for grades 9-12 taken through the TxVSN may apply toward ADA eligibility status. For a TxVSN course for grades 9-12 to count toward ADA eligibility status, the student must successfully complete the course regardless of whether or not the student is physically present at the school when taking the online course.
25. For purposes of determining and reporting the ADA eligibility code of a student enrolled in one or more TxVSN courses for grades 9-12 (i.e., for purposes of determining whether the student is eligible for half-day or full-day attendance), the student is considered to be scheduled for and receiving instruction for 55 minutes each day for each virtual course taken through the TxVSN. In other words, each TxVSN course is considered to be 55 minutes of daily instructional time for purposes of the 2- through 4-hour rule. (See 3.2.2 Funding Eligibility for more information on ADA eligibility.)
26. A total of no more than three yearlong course taken through the TxVSN statewide course catalog may be used in determining a student's ADA eligibility.
27. For purposes of recording a student's daily attendance, a student enrolled full time in TxVSN courses for grades 9-12 (enrolled in five TxVSN courses) is considered to have been present (in attendance) for each day of instruction in the reporting period.
28. The daily attendance of a student who is not enrolled full time in TxVSN courses for grades 9-12 is determined by whether that student was present or absent at the official attendance-taking time, or, if the student is not scheduled to be on campus at the official attendance-taking time, whether the student was present or absent at the alternate attendance-taking time set for that student.
29. The TEA determines a student's ultimate ADA eligibility status for a semester based on whether the student successfully completed each TxVSN online semester course in which the student was enrolled, using course completion data reported by the district. If the student did not successfully complete a TxVSN course, the TEA adjusts the student's ADA eligibility status accordingly. Resulting adjustments to the district's FSP funding are made in the following school year.

The Receiver District shall agree and adhere to the following financial procedures:

30. A school district or open-enrollment charter school may charge a fee for enrollment in an electronic course provided through the TxVSN statewide course catalog to a student who resides in this state and: (1) is enrolled in a school district or open-enrollment charter school as a full-time student with a course load greater than that normally taken by students in the equivalent grade level in other school districts or open-enrollment charter schools; or elects to enroll in an electronic course provided through the network for which the school district or open-enrollment charter school in which the student is enrolled as a full-time student declines to pay the cost, as authorized by TEC §26.0031(c-1).
31. A school district or open-enrollment charter school that is not the course provider may charge a student enrolled in the district or school a nominal fee, not to exceed $50, if the student enrolls in an electronic course provided through the TxVSN that exceeds the course load normally taken by students in the equivalent grade level as authorized by TEC §30A.155 (c-1).
32. The receiver district is responsible for 100% percent of the course cost for each student remaining in the course after the designated drop period and successfully completing coursework. It is responsible for 70% of course cost for each student remaining in the course after the designated drop period but not successfully completing the coursework.
33. TxVSN central operations will issue an invoice to the receiver district at the end of each semester based on the conditions noted above.

A TxVSN Course Provider shall:

1. implement the TxVSN Course Provider Agreement.
2. provide access to courses as articulated in the TxVSN course catalog.
3. provide high school instructors who are Texas-certified in the course subject area and grade level (TEC Chapter 21, Subchapter B). Higher education institution instructors are subject to credentialing requirements of the higher education institution and may or may not have K-12 certifications.
4. provide online instructors who have successfully completed TxVSN-approved professional development (TEC §30A.112) or otherwise meet the requirements of the TxVSN Professional Development Policy.
5. retain records of background checks and fingerprinting for contract, substitute, or online instructors as articulated in TEC, §22.0834(a) and §22.0836(h).
6. provide student progress reports and award a final grade in numeric format in accordance with the guidelines established by TxVSN central operations.
7. supply the district, school, and students with access to its acceptable use policy, course schedule, and other policies and procedures.
8. not promise or provide equipment or any other thing of value to a student or a student's parent as an inducement for the student to enroll in an electronic course offered through the state virtual school network (TEC §30A.1052).

The TxVSN Central Operations shall:

1. ensure that all courses included in the TxVSN statewide course catalog are reviewed to ensure alignment with the Texas Essential Knowledge and Skills (TEKS) and other quality standards, per the requirements established in TEC, Chapter 30A.
2. notify TxVSN course providers of changes in the TEKS or iNACOL *National Standards for Quality Online Courses* standards that prompt the need for course revisions.
3. maintain accurate information in the TxVSN course catalog, including courses, sections, and seats.
4. provide security for all TxVSN online data, information, and transactions.
5. provide the My TxVSN secure workspace for reconciliation of student registration/enrollment data and use as the TxVSN communication center.
6. act as liaison between the receiver district and TxVSN course provider as appropriate.
7. make informed choice data on courses and TxVSN course providers available on www.txvsn.org.
8. collect and publish student and parent satisfaction data, as well as TxVSN course provider success data (TEC §30A.1021) on a routine basis.
9. provide an online student orientation program for students.
10. provide TxVSN online training for receiver district-designated TxVSN Site Coordinators, mentors, administrators, and other interested stakeholders.
11. staff the TxVSN Help Desk at 1-866-93TxVSN or TxVSNCentral@txvsn.org.
12. provide TxVSN materials to districts, schools, and charter schools as requested.
13. provide equal access to and support for each TxVSN course provider's courses.
14. periodically release applications for services at www.region10.org/rfqprocess.

All Parties agree to the following:

1. No party assumes liability for systems under the control of the other party or for actions of the employees of the other party.
2. No party has agreed to waive defense, right, immunity, or other protection under the law.
3. Except as otherwise provided in the Preamble above and in the Term of Agreement below, this agreement may not be amended or modified except by written agreement signed by both parties. This agreement supersedes all prior written or verbal representations or agreements concerning the subject matter herein. TxVSN central operations, acting under the administrating authority of the TEA, may add additional requirements in order to provide economical, efficient, and quality services to Texas students. Any such requirements shall be an amendment to this agreement, and notice thereof shall be given by TxVSN central operations to each receiver district on a timely basis.
4. No person(s) shall, on the basis of race, color, national origin, sex, religion, age or disability, be excluded from participating in, be denied the benefits of, or be otherwise subjected to discrimination.
5. No otherwise eligible student shall, solely by reason of handicap, be excluded from participation in courses offered through the TxVSN.

6. All notices required in this agreement shall be in writing unless otherwise specified.
7. TxVSN central operations may exercise all or any remedies available to it under law to enforce the provisions of this agreement.
8. This agreement shall be interpreted according to the laws of the State of Texas. Exclusive venue for any disputes concerning the agreement shall be Dallas County, Texas.
9. The persons signing this agreement are authorized by their respective entities to bind the entities to this agreement.

Term of Agreement

1. The term of this agreement is one year, beginning on the date both parties have signed same below. The agreement will be automatically renewed from year to year for additional one-year terms unless either party gives notice to the other party at least 30 days before the end of the term that such party intends to terminate the agreement at the end of the term. The obligations of the receiver district hereunder shall continue and termination shall not be effective until all students enrolled in any courses at the time notice of termination is given have completed the course and receive all final course grades. No students may be enrolled in any new courses through TxVSN once notice of intent to terminate has been given.
2. TxVSN central operations may end this agreement without penalty if legislative authorization to offer an online course through the TxVSN is revoked.

Please return an original, signed copy of the completed annual agreement to:

Texas Virtual School Network
6005 Westview Drive
Houston, Texas 77055

A working copy may be emailed to txvsncentral@txvsn.org or faxed to 1-713-696-3130 in anticipation of the receipt of an original copy.

Persons authorized to enter into this agreement:

District/Open-Enrollment Charter School
(All Fields Are Required)

Superintendent or Designee:	
District:	
County-District Number (CDN):	
Phone:	
Email:	
Signature:	

☐ I agree, by my signature above, to information contained in this agreement.

Each district must establish a District TxVSN Administrator. The District TxVSN Administrator will have access to district-wide TxVSN reports and will serve as a primary contact.

Name:	
Title:	
Email:	
Phone:	
Fax:	

Invoice should be mailed to:

Name:	
Address:	
City, State:	
Zip Code:	