

**Interlocal Agreement
Between
The University of Texas at Austin
and
Trivium Academy**

FOR THE 2021-2022 ONRAMPS PROGRAM

This Interlocal Agreement (Agreement) with an Effective Date of June 1, 2021 is entered on the Effective Date by Trivium Academy (Trivium Academy) and the University of Texas at Austin, on behalf of its Office of Strategy and Policy (UT Austin), collectively referred to as the Parties.

Contracting Parties:

Receiving Party (Trivium Academy)
Trivium Academy
2205 E Hebron Pkwy
Carrollton, TX 75010

Performing Party UT Austin
The University of Texas at Austin
110 Inner Campus Drive, Suite 102
Austin, TX 78712

WHEREAS, UT Austin and Trivium Academy 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 Trivium Academy high school.

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 Trivium Academy 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 Trivium Academy and college credits from UT Austin through a distance education course.

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

3. Consideration

Each year of the Agreement, Trivium Academy will pay UT Austin the cost per student and teacher training needed by Trivium Academy as set forth in section 4.2(H) below. Trivium Academy must also cover the cost of lodging, transportation, and teacher substitutes (fall and spring) during Professional Learning Institutes (PLI).

Funds paid by Trivium Academy to UT Austin cover the student enrollment fee, teacher professional learning fee, and lodging expenses for high school teachers participating in Summer PLI. Payment in full is due and payable to UT Austin within thirty (30) calendar days from receipt of an undisputed invoice in accordance with Chapter 2251 of the Texas Government Code (Texas Prompt Payment Act). All checks should be made payable to The University of Texas at Austin. Payments should be mailed and/or delivered to:

University of Texas at Austin
Office of Strategy and Policy
2616 Wichita Street, STOP A7300
Austin, TX 78712

4. Scope of Work and Responsibilities

Responsibilities to implement OnRamps distance college courses will be shared by Trivium Academy and UT Austin. Trivium Academy 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 UT Austin 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). In order to officially enroll in OnRamps distance college courses, students must acquire an official, permanent university electronic identification (UT EID) via the UT Austin web site. Once a UT EID is acquired, students use their UT EID and password to access the secure OnRamps Portal, complete a required student profile, affirm agreement with OnRamps policies, and register for course(s).

- 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 Trivium Academy. 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 for students who are eligible, successfully complete, and accept college credit for the distance college course with the UT Austin Registrar. A student may request an official copy of their transcript from the Registrar at the end of the spring term, in accordance with the UT Austin Registrar request procedures and fees.
- D. Support documentation of distance college course credit, including enrollment and non-enrollment confirmation letters and assistance in securing official transcripts.
- E. Information received and stored by OnRamps regarding students enrolled at UT Austin is confidential and protected consistent with the Family Educational Rights and Privacy Act (FERPA).

Curriculum and Instruction

- F. 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, ensuring rigor and quality. UT Austin faculty are provided 1:1 professional development and support to learn how to deliver OnRamps courses through distance education. UT Austin staff provide frequent feedback to UT Austin faculty and academic course staff on implementation and provide support for any needed enhancements or improvements.
- G. Offer distance education and high school courses that:
 - a. Provide in-depth college readiness experiences for all students, regardless of whether they earn credit from UT Austin.
 - b. Provide clear and transparent expectations for postsecondary success in Texas.
 - c. Provide an authentic entry point to university-level learning experiences that expose students to postsecondary versus high school performance expectations.
 - d. Provide opportunity for students to take responsibility for their own learning.
 - e. Deliver instructional materials via distance education. All course-related materials will be available from the course website, the Canvas Learning Management System (Canvas LMS), and/or the UT Austin OnRamps academic course staff unless otherwise specified.
 - f. Prominently feature the four pillars of OnRamps: College Standards, Innovative Pedagogy, Technology Enhanced Education, and Aligned College Experiences.
 - g. Provide access and training in all technology used as appropriate to the nature and objectives of courses, including the Canvas LMS, to every OnRamps student, teacher, and UT Austin faculty member to meet course expectations.
- H. 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 Course College Enrollment Process
 - i. In order for students to gain access to the UT Libraries, all semester-long student enrollments are recorded at the beginning of the semester with the University in alignment with OnRamps and University processes.
 - ii. Students must complete a series of required assignments and summative assessments designed, designated, and evaluated by UT Austin faculty and college Instructors or Record.
 - iii. Students must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to earn college credit in the UT Austin distance college course.
 - iv. Students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
 - v. Students who accept college credit will have an official transcript showing the letter grade earned in the course.
- b. Year-long Course College Enrollment Process
 - i. Students must complete a series of required assignments and summative assessments designed, designated, and evaluated by UT Austin faculty and college Instructors of Record. Students must earn a passing grade (D- or above) determined by the UT Austin Instructor of Record to be eligible to earn college credit in the UT Austin distance college course. A student who does not meet this eligibility requirement may be determined to be eligible if the student meets the Texas Success Initiative (TSI) requirements for that course. Grade-based eligibility criteria and TSI requirements are described in each college course syllabus.
 - ii. Eligible student enrollments are recorded with the University in alignment with OnRamps and University processes.
 - iii. Students must complete a series of additional required assignments and assessments designed, designated, and evaluated by UT Austin faculty and college Instructors of Record to determine successful completion of the distance college course.
 - iv. Eligible students who earn a passing grade (D- or above) in the college course may accept or decline their college credit.
 - v. Students who accept college credit will have an official transcript showing the letter grade earned in the course.
- I. Before accepting credit for an OnRamps course, students are advised to check with their planned collegiate program, even if intending to attend UT Austin, to determine exact course credit applicability and transferability. Most OnRamps distance college courses are part of the Texas Core Curriculum at UT Austin and credits earned for a letter grade of C- or above are guaranteed to transfer to any state public higher education institution in Texas. Refer to Exhibit A for detailed course information, including Core Curriculum designations and TCCNs.
- J. Provide technology and support services necessary for successful implementation, teaching, and learning in OnRamps courses:

- a. Maintain servers operated by or hosted on UT Austin's web-based Canvas LMS.
- b. Provide online and phone-based technical support for OnRamps teachers, students, and UT Austin faculty using the curriculum.
- c. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.
- d. Provide online and phone-based technical support for OnRamps teachers and students engaging in the curriculum when that support is not provided through Canvas LMS.
- e. 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.
- f. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- g. Provide technological resources and infrastructure to support implementation of OnRamps distance college courses for the district, campuses, high school teachers, and students.

Professional Development and Support

- K. Deliver professional learning to participating Trivium Academy teachers who teach the OnRamps course.
 - a. A Summer PLI for participating Trivium Academy teachers will be delivered by UT Austin using distance education and virtual learning technologies. Each course offered through OnRamps has an associated Summer PLI. UT Austin is responsible for the following at Summer PLI:
 - i. Scheduling the necessary facilities to conduct PLI.
 - ii. Facilitating lodging, parking, and food for participants.
 - iii. Conducting Summer PLI.
 - iv. Crediting participating Trivium Academy teachers with continuing professional education hours (approximately 80 hours for new teachers and approximately 50 hours for returning teachers over the course of a full academic year).
 - b. Academic year PLIs: One-day PLIs for, new and returning, participating Trivium Academy teachers, will be held at UT Austin or designated regional sites, or delivered virtually for specified courses during the fall and spring semesters. Trivium Academy 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.
- L. Provide one or more Course Staff. UT Austin will hire and assign a qualified course coordinator for each course. Approved by UT Austin faculty within the sponsoring UT Department (e.g. Computer Science, Mathematics, etc.), the coordinator will serve as a content expert and liaison for the Trivium Academy high school teacher.
- M. Deliver professional learning and development opportunities specific to administrative and counselor roles and functions to Trivium Academy and its

administration (Superintendent, Director of Advanced Academics, Campus Administration, Counselors, etc.).

- a. The goals of professional learning and development opportunities specific to administrative and counselor roles and functions are to inform, collaborate, and advise on key elements that prepare students for transition to postsecondary. These events provide space and time for administrators, counselors, and OnRamps to gather and collectively share issues, needs, concerns, solutions, and plans to support student post-secondary success.
 - b. Deliver in-person or virtual presentations and/or workshops to Trivium Academy and its staff regarding OnRamps program overview, implementation, and strategies for success.
 - c. Deliver in-person or virtual presentations and/or workshops to the Trivium Academy community regarding OnRamps overview, implementation, and motivation/support for their child/student.
 - d. Provide a link for Trivium Academy to request and/or schedule in-person or on-line presentations. Trivium Academy is allotted one OnRamps presentation per campus in an academic year. Presentation requests must be made at least one week in advance. Requests are not guaranteed and will be scheduled based on availability of the OnRamps outreach team.
- N. The UT Austin course staff will:
- a. Conduct or co-conduct the Summer and one-day PLIs.
 - b. Assist Trivium Academy with OnRamps implementation by providing the necessary training to Trivium Academy high school teacher(s) before and during implementation.
 - c. Provide on-going, one-on-one feedback and guidance to the high school teacher.
 - d. Provide virtual coaching using OnRamps-approved online coaching medium for each OnRamps high school teacher to support their course implementation and enhance their professional practice.
 - e. Provide pedagogical and technology expertise and training in the discipline to UT Austin Faculty Leads and Instructors of Record overseeing distance college courses.
 - f. Assist UT Austin faculty and Instructors of Record to maintain the course for Trivium Academy students, including electronic distribution of lectures, homework assignments, quizzes, projects, and exams to participating teachers and provide ongoing support with implementing the curriculum.

Institutional Effectiveness

- O. Provide feedback regarding course implementation to UT Austin faculty and academic staff, as well as Trivium Academy high school teachers and administration. 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 Trivium Academy high school teacher(s) and classroom observations.
 - a. OnRamps staff will alert Trivium Academy administration of any serious concerns regarding Trivium Academy or campus implementation of the OnRamps course pertaining to quality and fidelity. If Trivium Academy

implementation of the OnRamps course is deemed unsatisfactory, UT Austin reserves the right to deny the opportunity to offer the OnRamps course in the future or to require a replacement high school teacher.

- b. OnRamps staff will alert Trivium Academy administration of any concerns regarding high school teachers' ongoing ability or willingness to implement the course with quality and fidelity.
 - c. A UT Austin OnRamps Trivium Academy high school teacher deemed by UT Austin to be unsatisfactorily implementing the course will be given the opportunity to bring course implementation into alignment with UT Austin expectations and be given coaching and support 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, OnRamps will notify Trivium Academy who will use its best efforts to identify an alternate high school teacher, and Trivium Academy will work with UT Austin to continue the course through the alternate high school teacher. OnRamps reserves the right to deny any unsatisfactorily performing teacher the opportunity to offer the course in the future.
 - d. Should UT Austin deem an OnRamps Trivium Academy high school teacher as not compatible with or not in the best interest of the program, OnRamps will notify Trivium Academy who will work with UT Austin to continue the course through an alternate teacher.
 - e. Any person performing Services under this Agreement on behalf of UT Austin 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, that party's contact, who oversees the OnRamps program, must inform their OnRamps contact with the other party within 24 business hours.
- P. Appoint Trivium Academy high school teachers as UT Austin OnRamps Affiliates. As an OnRamps Affiliate, Trivium Academy high school teachers are eligible to receive university ID cards, library access, Wi-Fi access on the UT Austin campus, opportunity to obtain a UT Austin email address, and other benefits. Once an OnRamps Trivium Academy high school teacher is deemed not compatible with or in the best interest of the program, they cannot serve as an OnRamps high school teacher and cannot be affiliated with UT Austin.
- Q. Initiate and administer the process of sponsoring College and Departmental approval to assign qualified UT Austin faculty who assume primary responsibility for and exercise oversight of the OnRamps program/process.

Student Services

- R. Provide access and training to the Canvas LMS for every OnRamps student to meet course expectations.

- S. Provide online and phone-based technical support for OnRamps teachers and students using the curriculum when that support is not provided through Canvas LMS.
- T. 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.
- U. Provide access to teleconference functions in Canvas LMS or other commensurate distance technology with consultants for writing consultation with student distance college course writing assignments.
- V. Protect students' education records in accordance with FERPA policies.
- W. Provide a student orientation module in Canvas LMS for all OnRamps courses that details program enrollment, student academic integrity, and FERPA rights.
- X. Provide adequate procedures for submitting and resolving complaints, grade appeals, information requests, and other inquiries related to participation in OnRamps.

Extended Student Absences [subject to Trivium Academy policies]

- Y. In a case where a student is removed from their home campus and assigned to an alternative campus due to disciplinary reasons, the Trivium Academy point of contact, campus principal and/or the high school teacher of the campus must notify the Associate Director for Enrollment Management. Information needs to include the length of the placement to determine if the student will continue in the OnRamps course in which enrolled. If the alternative placement is longer than seven (7) school days, then the following will need to be done:
 - a. The administrator, OnRamps Trivium Academy 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 District/Charter 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.
- Z. 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 Trivium Academy point of contact, campus principal and/or the high school instructor must notify the Associate Director of Enrollment Management immediately. Information needs to include the length of time the student is

expected to be gone and whether the student will continue in the OnRamps course in which enrolled.

4.2 Responsibilities of Trivium Academy [subject to Trivium Academy policies and applicable law]

- A. Implement one or more OnRamps courses.
 - a. Assign an Trivium Academy contact responsible for overseeing implementation of OnRamps high school course(s) and participating in meetings designated for Trivium Academy administration with OnRamps staff.
 - i. This Trivium Academy contact will provide up-to-date contact information for Trivium Academy and its campus administration. In the event there is a change in administration at Trivium Academy or at its campuses, the Trivium Academy contact will communicate those changes to their OnRamps Point-of-Contact.
 - 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.
 - i. Should Trivium Academy request an OnRamps presentation, Trivium Academy is responsible for organizing the event to include reserving appropriate meeting space, creating an agenda, and providing the technology/equipment needed for the presentation's format (screen, projector, microphone, etc).
 - c. Follow OnRamps recommendations for effective implementation:
 - i. OnRamps courses do not replace Advanced Placement (AP) curriculum or prepare students for AP exams. Unless otherwise stated, OnRamps courses and AP courses should be taught as separate sections with separate Trivium Academy high school teachers. In the case of RHE 306 and RHE 309K, see subsection iii(1) below.
 - ii. As overseen by UT Austin faculty and based on the rigor of the course for students, OnRamps firmly recommends weighting of 1.0 for the high school version of the course or weighting similar to that of AP. Not weighting OnRamps courses the same as AP courses may be detrimental to students' college application processes.
 - iii. 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:
 - 1. Prohibits the OnRamps course from being offered as an AP English course.
 - 2. Requires a cap of 25 students per section with a limit of two (2) sections per teacher for a maximum of 50 students. Alternately, a teacher may have a maximum of 60 students distributed in three or more sections.
- B. Recruit high school teacher(s) with appropriate qualifications to teach the OnRamps course(s), all consistent with Trivium Academy policies.
 - a. Minimum requirements for OnRamps new Trivium Academy 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. Successful completion of required tasks before the start of Summer PLI, including, but not limited to, completion of the FERPA module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI. Trivium Academy 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. If Trivium Academy's high school teacher(s) does(do) not complete pre-PLI tasks before the start of the required Summer 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.
- v. Successful completion of Summer PLI. New OnRamps Trivium Academy high school teachers must participate in the entire Summer PLI and complete all assigned work, both pre- and during PLI.
 - 1. The Trivium Academy teacher assigned to the course **must** 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, inclusive of OnRamps Summit. 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.
 - 2. 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 Trivium Academy 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 on a case-by-case basis. See section D below for additional information.
- vi. 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.
- vii. Attendance at the Fall and Spring PLIs.
 - 1. Trivium Academy teachers are **required** to participate in and fully complete both PLIs during each semester 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 constitutes one eight-hour day.

- viii. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
 - ix. Adhere to guidelines regarding OnRamps course content intellectual property. Trivium Academy 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.
 - x. Deliver OnRamps instructional materials through the OnRamps instance of Canvas LMS.
- b. Minimum requirements for OnRamps returning Trivium Academy teachers include:
- i. Successful implementation of OnRamps course during the previous academic year according to requirements under section D below.
 - ii. Completed annual OnRamps teacher application.
 - iii. Successful completion of required tasks before the start of the academic year including, but not limited to, completion of the OnRamps FERPA online training module. Tasks will be determined and shared by the OnRamps professional learning and development staff in advance of Summer PLI.
 - iv. Completion of required tasks before the start of Summer PLI.
 - v. Successful participation in and completion of all required activities in Summer PLI.
 - vi. Attendance at and completion of all required monthly virtual conferences or virtual learning modules, academic year PLIs, and professional development assignments.
 - vii. Attendance at the Fall and Spring PLIs.
 - 1. Trivium Academy teachers are **required** to participate in and fully complete both PLIs during each semester 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 constitutes one eight-hour day.
 - viii. Review communication from OnRamps course staff in weekly newsletters and respond accordingly to routine requests.
 - ix. Complete the minimum number of virtual coaching uploads over the course of the academic year.
 - x. Adhere to guidelines regarding OnRamps course content intellectual property. Trivium Academy 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. Delivery OnRamps instructional materials through the OnRamps instance of Canvas LMS.
- C. Ensure OnRamps Trivium Academy high school teachers and students have the necessary resources to implement the program with fidelity, including, but not limited to:
- a. Provide access to the OnRamps Portal and Canvas LMS. Participating Trivium Academy campuses will work with the OnRamps support team to ensure their campus and students can fully access the OnRamps Portal and Canvas LMS.

- b. Provide access to computer and internet, as specified by UT Austin, and adhere to requirements outlined in the OnRamps Technology Manual, once latest copy is provided to Trivium Academy.
 - c. Ensure that students in the OnRamps distance college course have daily, scheduled access to technology that meets the specifications defined by OnRamps. 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.
 - 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 Trivium Academy high school teachers implement the program with fidelity, including the following:
- a. Administer and facilitate OnRamps-required assignments and assessments without alteration through the OnRamps instance of Canvas LMS.
 - b. Have students create a UT EID and register for OnRamps via the OnRamps Portal. **No** student may enroll in an OnRamps course six weeks after the start of the Trivium Academy school year, unless approved by OnRamps. If a student wishes to enroll in an OnRamps course after the six-week window, the UT Austin Instructor of Record will determine whether there is sufficient opportunity for the student to be eligible to earn college credit. If there is sufficient opportunity for the student to be eligible to earn college credit, the student will be enrolled in the distance college course. If there is not sufficient opportunity for the student to be eligible to earn college credit, the student will be enrolled in the course for high school credit only.
 - c. Use Canvas LMS to assign and grade high school work as specified by OnRamps course staff.
 - d. Participate in professional learning, including Summer PLI, one-day workshops, monthly video conferences or virtual learning modules, Sibme virtual coaching, and ongoing opportunities during each semester in which they teach the OnRamps course. To facilitate teacher participation in the one-day workshops, Trivium Academy agrees to pay the cost of substitute teachers for the days the teacher will attend the workshops.
 - e. 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.

- f. Notify course staff of Trivium Academy high school teacher absences that exceed three consecutive class days.
- 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.
 - a. Only students who have demonstrated the ability to successfully complete college-level work may attempt the UT Austin distance college course. Eligibility for the distance college course is determined by successful completion of a series of required assignments designated and evaluated by the UT Austin Instructor of Record and course staff. A student must earn an average passing grade of D- or above on all required college assignments, or have met TSI eligibility as defined by UT Austin to be eligible for the opportunity to be dually enrolled in a UT Austin distance college course.
- H. Pay the annual program fee for access to the OnRamps curriculum, materials, technology tools, credit evaluation, and credit issuance.
 - a. Cost of Materials and Services:
 - i. If joining the OnRamps program on or after the Effective Date, the cost of the OnRamps course materials, technical support and course implementation support, excluding Summer PLI and academic year workshops, outlined in this Agreement for Trivium Academy, will be defined on a per-student, per-course basis. Program costs will be evaluated and adjusted annually. The Trivium Academy annual program fees for each student enrolled in an OnRamps course for the 2021-2022 academic year are \$149, or \$99 for students identified free and reduced lunch, per student and per course. Trivium Academy is paying a subsidized rate. During the 2021-2022 school year the fee of \$249 or \$199 per student and per course enrolled in an OnRamps course is subsidized to \$149 or \$99. The remaining fee is being covered by OnRamps and applicable pending 87th legislative appropriation.
 - b. Timing of payment: The OnRamps program fee is assessed for each student registered in each OnRamps course on the designated course census date. Within the self-registration window at the beginning of each course, students may decide to drop out of an individual course OnRamps program. This means the student is no longer enrolled in the OnRamps program, even for the opportunity to earn high school credit, and is placed in a non-OnRamps course. The OnRamps team will run a census report on the identified census date of the year-long and fall semester courses and again on the identified census date in spring for spring semester courses and invoice the District based on enrollment at that time. Refunds will not be given at the end of a course if a student is not eligible for the opportunity to earn college credit in the course. The program fee covers access to course materials, technology tools, and credit eligibility evaluation. For our year-long courses, a student not eligible to earn college credit may continue to be enrolled in the OnRamps course during the spring

semester for the opportunity to earn high school credit. During the spring semester, UT Austin will continue to deliver the course materials and technology tools. OnRamps will send an invoice to Trivium Academy in the spring semester that itemizes the annual OnRamps program fee for each student enrollment per course. Trivium Academy is responsible for paying within 30 days of receipt of the invoice. If the invoice is not paid prior to the start of the next academic year, then the District is not allowed to participate in the program until they are in good standing. Pending 87th legislature appropriation, there will be no exchange of money between UT Austin and the District for the program credit. The Texas Education Agency will directly reimburse UT Austin for the partial annual per student, per course cost.

- c. Cost of Professional Learning
 - i. The cost of the OnRamps Summer and academic year PLIs will be assessed on a per-teacher basis. Professional development costs are evaluated and adjusted annually:
 - 1. \$850 for new teachers
 - 2. \$550 for returning teachers
 - ii. Trivium Academy will be sent an invoice that itemizes the annual professional learning fees for each participating teacher of Summer PLI.
 - 1. The District is responsible for paying within 30 days of receipt of an undisputed invoice.
 - 2. If payment is not received within 30 days then District will pay interest in accordance with the Texas Prompt Payment Act.
 - 3. OnRamps strongly recommends Trivium Academy provide a daily stipend to teachers participating in required PLIs.
- I. Any person performing Services under this Agreement on behalf of Trivium Academy must be actively employed or eligible for employment by Trivium Academy and may not be on administrative leave. Trivium Academy must comply with applicable criminal background check requirements for their respective faculty, staff, and employees performing Services under this Agreement. If Trivium Academy becomes aware that one of its faculty, staff, or employees performing Services does not meet these requirements, that party's contact, who oversees the OnRamps program, must inform their OnRamps contact with the other party within 24 business hours.

5. Summer PLI Teacher Registration and Attendance

- A. Trivium Academy high school teachers are required to register for Summer PLI **two weeks prior** to the start of Summer PLI.
- B. Cancellation policy: All high school teachers must cancel their registration one week prior to PLI or will be subject to pay 100% of fees for room/board and meals for which those charges apply. Trivium Academy will be invoiced for all high school teachers who are registered on the day three weeks prior to the event starting.
- C. If a high school teacher registers for Summer PLI and is unable to attend, the teacher needs to communicate this change to the OnRamps Professional Learning coordinator one week prior to the start of Summer PLI. If the teacher does not take the necessary steps to communicate the attendance change, Trivium Academy will be:

- a. Charged the full fee based on whether they are new or returning, for Summer PLI.
- D. If a high school teacher registers for Summer PLI and leaves prior to the end of PLI, fees will be assessed on a case-by-case basis.
- E. If a high school teacher attends Summer PLI, and the course for which the teacher is trained is not offered for the school year, Trivium Academy will be:
 - a. Charged the full fee based on whether they are new or returning, for Summer PLI.
 - b. All materials provided to Trivium Academy for the course will need to be returned to OnRamps within 30 days or Trivium Academy will be responsible for fees associated with such course materials.

6. Educational Records and Data Sharing

- A. Trivium Academy 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 according to FERPA, as well as applicable Trivium Academy policies, 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 Trivium Academy and for Trivium Academy's accountability reporting purposes, OnRamps requires specific student information from Trivium Academy. 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, 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 Trivium Academy contacts 1) pertaining to students' progress toward the opportunity to earn college credit; 2) to facilitate early intervention and support student success; 3) pertaining to whether college credit is earned, accepted, and/or declined; 4) to facilitate accurate recordkeeping; 5) to address academic integrity issues; and 6) for use in UT Austin outreach and recruitment. If either party obtains access to Trivium Academy and/or UT Austin records or record systems protected under FERPA, each party agrees to strictly adhere to the provisions of FERPA and its regulations. 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 as required by 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 Tort Claims Act. Nothing herein or in the performance of this Agreement shall be construed as a waiver of sovereign/governmental immunity of 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 Trivium Academy or UT Austin not 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.). While in possession of FERPA records and data, only persons authorized to access the student data of the OnRamps program will be granted access as required by FERPA. All persons authorized to have access to student data understand that under FERPA they can be held individually liable for any and all applicable criminal and civil penalties imposed for breach of confidentiality.

UT Austin further agrees that, if applicable, it shall comply at its sole expense with the requirements of Section 22.0834 of the Texas Education Code, "Criminal History Record Information Review of Certain Contract Employees," any applicable rule(s) adopted by the Texas Commissioner of Education, Trivium Academy Board Policies and other policies and requirements of such statute and rule(s), and will ensure that no covered person with a disqualifying criminal history performs Services under this Agreement.

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, 2021, no matter the date fully executed by both Parties and covers a period beginning June 1, 2021 and ending August 31, 2022.

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. Trivium Academy agrees any amounts owed for satisfactory 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 own all intellectual property rights in or relating to OnRamps. 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, works of authorship fixed in a medium of expression, or mask works, whether or not patentable, copyrightable, eligible for registration as a trademark, or subject to mask work rights or other similar statutory rights, as well as applications for any such rights.

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:

Trivium Academy at:
Trivium Academy
2205 E Hebron Pkwy
Carrollton, TX 75010

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:
Office of Strategy and Policy
2616 Wichita St.
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. Confidentiality Provision

Both Parties to this Agreement are required by law to adhere to the confidentiality of student information according to the Family Educational Rights and Privacy Act of 1974 (FERPA) and the implementing regulations found in 34 CFR Part 99.

20. 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.

21. 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\(g\)](#).

22. 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.

23. 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.

24. 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.

25. 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.

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

Receiving Party
Trivium Academy

Performing Party
The University of Texas at Austin

By: DocuSigned by:
Sheryl Bradley
15B4B2C7757540F...

Name: Sheryl Bradley

Title: Superintendent

Date: 2021-08-06 | 10:00:22 PDT

By: DocuSigned by:
Kathleen Brock DS
Dg
423D22B53BC0421...

Name: Kathleen Brock

Title: Senior director

Date: 2021-08-06 | 14:42:30 CDT

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 206LA	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
Trivium Academy
AND
OFFICE OF STRATEGY AND POLICY
AT THE UNIVERSITY OF TEXAS AT AUSTIN

Pursuant to this Data Sharing Agreement and underlying Interlocal, The Trivium Academy (“Trivium Academy”) agrees to provide individual student-level data to the Office of Strategy and Policy 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. Trivium Academy hereby appoints UT Austin as a legitimate educational official of Trivium Academy in accordance with the Family Educational Rights and Privacy Act (FERPA). Likewise, UT Austin hereby appoints Trivium Academy as a legitimate educational official of UT Austin in accordance with FERPA. The Office of Strategy and Policy agrees to provide individual student-level data to Trivium Academy for the purpose of evaluation, accountability, and student record-keeping. The terms of this Data Sharing Agreement are in effect until August 31, 2022 unless terminated in writing by one or both Parties.

1. Data type and exchange timeline

Trivium Academy Designee for Student Data and Office of Strategy and Policy will coordinate data exchange for all OnRamps program participants for the 2021-2022 academic year, as follows:

Responsible Party	Time Period	Type of Data
Office of Strategy and Policy	August 2021 – July 2022	<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 Trivium Academy 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

		<ul style="list-style-type: none"> • Final letter grade • Credit decision (credit accepted or declined) • University transcript grade • Student qualifying status for free/reduced lunch
Trivium Academy	December 2021 – February 2022	<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)
Trivium Academy	May 2022 – July 2022	<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 Trivium Academy and Office of Strategy and Policy.

Office of Strategy and Policy assures 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. Office of Strategy and Policy further assures that the data elements will not be released to a third party without written parental or student (as applicable) consent.

Any unauthorized disclosure of confidential student information is a violation of FERPA and the implementing regulations found in 34 CFR Part 99 and shall not be permitted to occur.

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 and locked area and to prevent unauthorized access.

All persons authorized to have access to the data have certified their understanding that they may be held individually liable for any and all criminal and civil penalties imposed for breach of confidentiality ("Access to Confidential Data").