



**Agreement
Between
LeCroy Center/Dallas County Community College District
and**

_____ Institution)

Relating to the Freeware Project

This Agreement, made and entered into by and between the Dallas County Community College District (hereinafter “DCCCD”), a Texas political subdivision of higher education, on behalf of the LeCroy Center for Educational Telecommunications (“LCET”). The LCET has received funding from the U.S. Department of Education’s Fund for the Improvement of Post-Secondary Education (FIPSE) to explore the concept of open courseware. The LeCroy Center’s Dallas TeleLearning organization invites selected higher education institutions to participate in this grant through the Freeware Project.

The LCET and _____ (participating institution) agree to fulfill their respective responsibilities as identified in this Agreement.

LCET through the Dallas TeleLearning organization will:

- 1) Make available courses developed by the LeCroy Center at no cost to the institution during the grant period. These courses are pedagogically sound, video-rich, engaging to students and developed with Quality Matters[®] standards. Course media will be available online, on DVD-ROM, and/or on video DVD. Students would purchase a textbook and a Student Course Guide.

Courses available include the following titles. The Participating Institution may choose up to six courses – three must be courses not currently licensed through Dallas TeleLearning.

- Accounting in Action: Principles I
- Accounting in Action: Principles II
- Becoming Physically Fit (Physical Education)
- Choices & Change: Macroeconomics
- Choices & Change: Microeconomics
- Exploring Society: Intro to Sociology
- It’s Strictly Business: Intro to Business
- Journey to Health: Intro to Health
- Nutrition Pathways: Intro to Nutrition
- Shaping America: U. S. History to 1877
- Transforming America: U. S. History since 1877
- The Writer’s Circle: English Composition I
- The Writer’s Odyssey: English Composition II
- U.S Government: Political Science I
- State and Local Governments: Political Science II

- 2) Provide the participating institution with access to a grant-funded instructional designer to assist in the organization and/or implementation of the courseware during the project. Access will be available by appointment and may include travel to the location or assistance online or by telephone.
- 3) Comply with all applicable provisions of the Family Educational and Privacy Act, 20 U.S.C. §1232g (FERPA). LCET agrees that information or data provided by Institution under this agreement is confidential personal identifying information about students, and /or former students, and as such LCET agrees that it shall not disclose any personally identifying information or data provided by Institution to another party. LCET further agrees to be fully responsible for any demands, suites, claims, complaints,

damages, judgments, penalties, fines, losses, costs, and expenses (including legal expenses and court costs) of whatsoever kind and nature, imposed upon, incurred by, or asserted against Institution in any way related to or arising from LCET's failure to comply with FERPA.

Participating institution will:

- 1) Identify faculty that will incorporate courseware into their online and/or hybrid course. Based on the scope of the FIPSE grant project, any other use of the courseware content will require prior written authorization by the LCET.
- 2) Provide class rosters in the form of student ID's, final grades, and student demographic information (ethnicity and gender) for the distance learning courses offered through this Freeware Project and provide data for the face-to-face traditional classroom course – reported no later than ten days after each semester. A template for this report will be provided.
- 3) Provide student retention rates for each course (both Freeware Project courses and face-to-face) – identified as students enrolling in a college course during the following term/semester.
- 4) Identify contact person to complete an online survey about the courseware implementation process.
- 5) Permit and facilitate completion of an online survey each semester by faculty using the courseware through the Freeware Project.
- 6) Agree to self-administer an online survey each semester to students taking the courses through the Freeware Project.
- 7) Participate in activities that identify Best Practices.

Institutions participating in this Freeware Project will have the opportunity to co-present at state and national conferences and co-author articles and publications associated with this grant.

Upon completion of the grant program and based on the outcomes, participating colleges may continue to use the courseware at no cost through August 2012 (Summer 2012 semester). If a sustainable model is not identified through this grant to further the open courseware initiative, significant courseware discounts will be offered to participating institutions which will include waiving the license fee (student fees would apply) and offering a flat rate license fee option.

This agreement becomes effective upon the date of signing by both parties and is considered to be in effect through the period of the Freeware Project grant ending September 30, 2011. Either party may terminate this agreement. Such termination must be submitted in writing at least one month before the start of a spring, summer, or fall semester and include a statement that all courseware accessed through the Freeware Project is no longer being used or available to faculty and students through the Freeware Project. Neither party may assign their interest in this Agreement without the prior written permission of the other party.

**Pamela Quinn, Provost
LeCroy Center for Educational Telecommunications
Dallas County Community College District**

Participating Institution

Dated: _____

Dated: _____