

FIRST AMENDMENT TO MOU FOR TRIO PRE COLLEGE PROGRAMS

This First Amendment (“Amendment”) is dated effective as of October 1, 2023 (“Effective Date”) and is entered into by and between The University of Texas at Arlington (“University”), an agency and institution of higher education authorized under the laws of the State of Texas and DeSoto Independent School District (“Contractor”).

Whereas University and Contractor entered into that certain MOU in May of 2022 (“Agreement”), and

Whereas University and Contractor now desire to amend the terms of the Agreement as more particularly set forth below:

1. Section H of the Agreement is hereby amended to read:

This agreement will become effective upon the date of the last signature of the authorized parties and approval by the DeSoto ISD Board of Trustees. The agreement will remain in effect through August 31, 2027. This agreement may be modified subject to the mutual written consent of the parties. This agreement may be terminated by either of the parties upon giving ninety (90) days written notice of termination to the other party at the addresses noted below.

2. The Address for Notices is hereby amended to read:

UTA Address for Notices

The University of Texas at Arlington
Dr. Tamara Brown
Provost and Sr. VP for Academic Affairs
Office of the Provost
701 S. Nedderman Dr.
Arlington, TX 76019

DeSoto ISD Address for Notices

DeSoto ISD
Dr. Usamah Rodgers
Superintendent
200 E. Beltline Rd.
DeSoto, TX 75115

3. Except as provided in this Amendment, all terms used in this Amendment that are not otherwise defined will have the respective meanings ascribed to such terms in the Agreement.
4. This Amendment embodies the entire agreement between University and Contractor with respect to the amendment of the Agreement. In the event of any conflict or inconsistency between the provisions of the Agreement and this Amendment, the provisions of this Amendment will control and govern.
5. Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Agreement remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment will not, in any manner impair the Agreement, the purpose of this First Amendment being simply to amend and ratify

the Agreement, as hereby amended and ratified, and to confirm and carry forward the Agreement, as hereby amended, in full force and effect.

THIS AMENDMENT WILL BE CONSTRUED AND GOVERNED BY THE LAWS OF THE STATE OF TEXAS.

IN WITNESS WHEREOF, University and Contractor have executed and delivered this Amendment effective as of the Effective Date.

UNIVERSITY:

THE UNIVERSITY OF TEXAS AT ARLINGTON

By: Tamara L Brown
By: Tamara L Brown (Dec 20, 2023 13:56 CST)

Name: Dr. Tamara Brown

Title: Provost and Sr. VP for Academic Affairs

Date: 12/20/2023

CONTRACTOR:

DESOTO INDEPENDENT SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM BY UTA LEGAL COUNSEL

Kimberly
Grubb

Digitally signed by Kimberly
Grubb
Date: 2023.12.14 09:04:11
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**MEMORANDUM OF UNDERSTANDING FOR TRIO PRE COLLEGE PROGRAMS
BETWEEN**

THE UNIVERSITY OF TEXAS AT ARLINGTON

AND

DESOTO INDEPENDENT SCHOOL DISTRICT

A. INTRODUCTION

Upward Bound a federally funded program, provides fundamental support to participants in their preparation for college entrance. The program provides opportunities for participants to succeed in their precollege performance and ultimately in their higher education pursuits. Upward Bound serves: high school students from low-income families; and high school students from families in which neither parent holds a bachelor's degree. The goal of Upward Bound is to increase the rate at which participants complete secondary education and enroll in and graduate from institutions of postsecondary education.

The Desoto Independent School District, a public school district and political subdivision of the state of Texas ("DeSoto ISD"), and the University of Texas at Arlington, a public institution of higher education and agency of the State of Texas, on behalf of its TRIO Pre-College Programs ("UTA-TRIO") agree that in order to increase the academic and motivational skills of the DeSoto High School ("DHS") participants who will graduate, enroll and graduate from institutions of postsecondary education, parties of this memorandum of understanding (MOU or agreement) commit themselves to active cooperation in meeting the goals set forth in this agreement (the "Program").

B. AUTHORITY

The agreement is authorized in accordance with Catalog of Federal Assistance (CFDA) number: 84.047.

C. TERMS

DHS and UTA-TRIO agree to work together to provide services that will help the DHS participants succeed in their educational programs and transition to suitable postsecondary educational program. All parties agree to ensure the coordinated delivery of benefits and services to enable DHS participants to achieve educational and higher educational goals.

The team approach under this MOU will ensure that quality and timely services will be provided to all participants, while minimizing duplication of efforts and respecting the roles of the UTA-TRIO and DHS personnel. Supporting this coordinated effort will be staff personnel from both DHS and UTA-TRIO including the UTA_TRIO Upward Bound Math and Science Program ("UBMS"). To promote these efforts, each organization will establish and maintain an effective mechanism for service delivery.

1. DHS and UTA-TRIO will share information and coordinate objectives, as appropriate, to carry out and support the goals of this agreement. The information exchanged will be used to facilitate the education, training and delivery of services to participating DHS students. All education records, including but not limited to that obtained from interviews, counseling, testing, and assessments, will be shared by DHS to UTA-TRIO

only with the advance expressed written consent of participants (either parents or eligible students 18 years of age or older), in accordance with the Family Educational Rights and Privacy Act of 1974, as amended, ("FERPA"), 20 U.S.C. § 1232g, the Privacy Act of 1974, as amended, ("Privacy Act"), and applicable regulations. Each entity will provide the appropriate safeguards of participant information in accordance with applicable regulations and laws, including the Americans with Disabilities Act of 1990, the Rehabilitation Act of 1973, and Title VII of the Civil Rights of 1964. DeSoto ISD retains ownership of all personally identifiable information of DeSoto ISD students. UTA may only receive DeSoto ISD student information in compliance with the requirements and exceptions outlined in FERPA, and may receive and use said student information only for the purposes described in this agreement. UTA acknowledges that UTA and its employees, agents, and volunteers must comply with said law and regulations and safeguard student information. UTA may not re-disclose the information to a third party without prior written consent from the parent or eligible student. UTA must securely destroy any and all student information received from DeSoto ISD when no longer needed for the purposes listed in this agreement or when this agreement expires or is terminated, whichever is earlier. UTA shall promptly notify DeSoto ISD of any security breach that results in unauthorized access to any DeSoto ISD student data disclosed to UTA. Any unauthorized use or disclosure of DeSoto ISD student information shall be considered a material breach of this agreement. The parties agree to amend this agreement as necessary to comply with all applicable amendments to FERPA, as required to ensure that the parties remain in compliance with FERPA.

2. All parties will establish and maintain information systems that will enable accurate and timely reporting of the following: total number of program DHS participant referrals to the University of Texas at Arlington, other colleges/universities and other services requested and received.
3. All parties will document the effectiveness of partnership activities and will continue to establish and monitor mutual goals. In addition, each party agrees to discuss emerging concerns and strategies to be used to promote the successful pre-college preparation of DHS participants into higher education.
4. **DHS** will provide:
 - a. Assistance with the identification, recruitment, and referral of eligible students to project staff for possible selection in the Program.
 - b. Facilitate collaboration between target DHS school personnel and Program staff regarding the delivery of services to continuing DHS participants and the referral of potential applicants for new participants.
 - c. Secure designated meeting/tutoring space at DHS and permission for project staff to meet with assigned DHS participants at scheduled times throughout the school day to provide individual/small group workshops, services, activities, and academic advising sessions.
 - d. Facilitate cooperation of the DHS principal, lead counselor, and faculty to facilitate project workshops, meetings, individual appointment dates, times, and locations.

- e. With advance written consent in accordance with FERPA, permission FOR UTA-TRIO to obtain copies of unofficial transcripts, grade reports, and class schedules of DHS participants.
- f. Provide faculty to present dual enrollment information (Invitational Priority) and “flagging” participants enrolled to track progress.
- g. Provide transportation to and from the University of Texas at Arlington during the Academic Year Component.

5. UTA-TRIO will provide:

- a. Use of classroom space at UTA to provide services and assistance outlined in this agreement at no cost to anyone.
- b. Access to UTA-TRIO buildings and facilities as determined by UTA-TRIO to allow program staff to coordinate and implement activities and events that would not otherwise be available to DHS participants and their parents.
- c. UBMS participants with a 4-year renewable scholarship if they attend the University of Texas at Arlington following their high school graduation.
- d. Appropriate supplies and access to technology while at UTA-TRIO for activities and Saturday Academy classes.
- e. One cost of application waiver for each DHS participant to apply to attend the University of Texas at Arlington.
- f. Opportunities for DHS students, with prior written consent from their parents/guardians, to live on campus during the 6-week summer residential program (“Summer Component”) for an experience of learning and living on a college campus. Parents will provide transportation for their students for the Summer Component.
- g. UTA-TRIO staff visits to DHS as needed to meet with DHS students, staff and faculty regarding the Program. UTA-TRIO employees, volunteers, and agents shall not bring or use alcohol, tobacco, controlled substances and/or firearms on DeSoto ISD property as provided by Texas law. Said employees, volunteers and agents shall conduct themselves with proper decorum, including adequate dress consistent with the nature of the services being performed. Any sexual harassment of DeSoto ISD students or staff is prohibited.
- h. Upon reasonable request by DeSoto ISD, replace an employee, agent, or volunteer who is not performing under the agreement, is violating any policies or guidelines of DeSoto ISD, or in order to protect the interests of DeSoto ISD’s student and staff.
- i. Copies of the Annual Performance Report to share the results of the annual objectives of the grant with DeSoto Independent School District and DHS.
- j. Ensure UTA has completed a criminal background check in accordance with Texas Education Code Section 22.0834 on staff and volunteers who (a) has or will have continuing duties related to the contracted services and (b) has or will have direct contact with students; and certify to DeSoto ISD that those individuals have passed a criminal history background check that meets the requirements of Section 22.0834.

D. STUDENT ELIGIBILITY

Students must have completed the 8th grade, be between the ages of 13 and 19, and have a need for academic support in order to pursue a program of postsecondary education. All students must be either from low-income families or be potential first-generation college students. The Program requires that two-thirds of the participants in a project must be both low-income and potential first-generation students. The remaining one-third must be either low-income, first-generation college students, or students who have a high risk for academic failure.

Selection Criteria:

- 1) Student is a student in DeSoto High School;
- 2) Meet the U.S. Department of Education requirements of low-income and/or first-generation family status.
- 3) Student in 9th, 10th or 11th grade in the fall of the year of applying;
- 4) Student has demonstrated an aptitude to succeed in courses of math and science;
- 5) Demonstrated academic need for support, for example:
 - a. Not meeting state test assessment requirements in math or language arts,
 - b. Did not pass required testing standards in 8th grade, i.e. reading
 - c. Low GPA
 - d. Other area of academic need in order to successfully pursue a program of post-secondary education.
- 6) Student plans to attend a college or university and pursue a degree in math, science and/or engineering;

E. STUDENT EXPECTATIONS and SERVICES

Students are expected to have a strong commitment to the pursuit of academic excellence in all subject disciplines. It is each student's responsibility to help make the best living-learning situation for everyone. Program participants are expected to:

- Respect the rights of every student, teacher, resident assistant, Program staff, and/or visitor;
- Know and follow the applicable policies and expectations as set forth by the Program;
- Behave in ways that do not interfere with the learning of others, do not disrupt the educational process, and do not reflect negatively on the Program community;
- Participate actively in both the Summer Component and Academic Year Component for the remainder of their high school education;
- Enroll in high school rigorous course work that will prepare them for post-secondary education; and

- Enroll in a post-secondary institution upon completion of high school.

Services and Goals: The primary goal of Program is to strengthen the education of the sixty (60) participants and increase their competency in math, science and/or engineering by:

- Exposing the participants to various math and science courses necessary to pursue post-secondary degrees in math, science and/or engineering;
- Providing direct contact to the science community and exposure to scientific technology;
- Providing motivational activities and experiences with faculty mentors to cultivate interest in math, science and/or engineering.
- Providing academic and career counseling (sessions) for math, science and/or engineering professions; and
- Providing effective monitoring and guidance throughout the students' educational pursuits.

The Program's long term goal is to increase the number of low income/first generation college students who:

- Graduate from high school;
- Choose career fields which require extensive math and science backgrounds;
- Declare math, science or engineering as a major when they enroll in the college of their choice;
- Complete a Bachelors' degree in math, science and/or engineering related fields; and
- Pursue and complete a post graduate degree (M. S., Ph. D.) in math, science, or engineering.

F. PROGRAM OBJECTIVES

Academic Performance--Grade Point Average (GPA)

60 % of Program participants served during the project year will have a cumulative GPA of 2.5 or better on a four-point scale at the end of the school year.

Academic Performance on Standardized Test

70 % of Program seniors served during the project year will have achieved at the proficient level on state assessments in reading/language arts and math.

Secondary School Retention and Graduation

95 % of Program Participants served during the project year will continue in school for the next academic year, at the next grade level, or will have graduated from secondary school with a regular secondary school diploma.

Secondary School Graduation (rigorous secondary school program of study)

85 % of all current and prior year Program participants who graduated from high school during the school year with a regular secondary school diploma will complete a rigorous secondary school program of study.

Postsecondary Enrollment

65 % of all current and prior Program participants who graduated from high school during the school year with a regular secondary diploma will enroll in a program of postsecondary education by the fall term immediately following high school graduation, or will have received notification by the fall term immediately following high school from an institution of higher education of acceptance but deferred enrollment until the next academic semester (e.g., spring semester).

Postsecondary Completion

55 % of Program participants who enrolled in a program of postsecondary education, by the fall term immediately following high school graduation or by the next academic term (e.g., spring term) as a result of acceptance by deferred enrollment, will attain either an associate's or bachelor's degree within six years following graduation from high school.

G. NEWS RELEASE

Any news release, public announcement, advertisement, or other publicity released by either party concerning this MOU, or any proposals or resulting contracts or subcontracts to be carried out in connection with the subject matter of this MOU, will be subject to the prior approval of the other party to the extent permitted by Federal law. Any such publicity must give due credit to the contribution of each party.

H. EFFECTIVE DATE AND TERMINATION OF THIS AGREEMENT

This agreement will become effective upon the date of signature of the following parties and will remain in effect for five (5) years (or the life of the grants, whichever occurs first). This agreement may be modified subject to the mutual written consent of the parties. This agreement may be terminated by either of the parties upon giving ninety (90) days' written notice of termination to the other party at the addresses noted below.

I. DISPUTES

The parties pledge to resolve any disputes that may arise at the lowest administrative level practicable. If a dispute cannot be resolved at a lower level, it shall be presented to the Chief Legal Officer, Office of Legal Affairs, The University of Texas at Arlington, and the Superintendent of DeSoto Independent School District, for their resolution. This Agreement and the interpretation of its terms shall be governed by the laws of the State of Texas. Jurisdiction for any legal proceedings incident to the Agreement shall lie in Dallas County, Texas.

J. PUBLIC INFORMATION ACT.

The parties strictly adhere to all statutes, court decisions and the opinions of the Texas Attorney General with respect to disclosure of public information under the Texas Public Information Act ("TPIA"), Chapter 552, Texas Government Code. Nothing in the Agreement will be construed

to prohibit disclosure of any information arising under the Agreement, including the Agreement itself, to the extent that such disclosure is required by law or valid order of a court or other governmental authority; provided, however, to the extent permitted by law, the disclosing party shall give prompt written notice to the other party to enable the other party to seek a protective order or otherwise prevent or restrict such disclosure and, if disclosed, the scope of such disclosure is limited to the extent possible. All student participant information shall be protected from disclosure in accordance with FERPA without the need to seek a ruling from the Texas Attorney General.

K. IMMUNITY & MISCELLANEOUS

Each party is responsible for the acts or omissions of its officers, employees, volunteers, or invitees and arising out of the terms of this agreement. The parties to this agreement are governmental entities or state agencies and nothing in this agreement shall be interpreted to constitute a waiver of any statutory, sovereign, or governmental immunities or defenses of either party. The provisions of this paragraph are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. Neither party shall have control over the other party with respect to its hours, times, employment, etc. Under no circumstances shall either party be deemed an employee of the other. The parties agree that their mutual obligations shall be performed with due diligence in a safe and professional manner and in compliance with any and all applicable statutes, rules and regulations.

IN WITNESS WHEREOF, the Parties hereby execute and attest to this Agreement by their duly authorized representatives.

Tamara L Brown

Tamara L Brown (Dec 4, 2023 09:47 CST)

Dr. Tamrara Brown, Provost and
Sr. VP for Academic Affairs
The University of Texas at
Arlington
12/04/2023

Address for Notices:
Office of the Provost
701 S. Nedderman Dr.
Arlington, TX 76019

Dr. D' Andre Weaver,
Superintendent
DeSoto Independent School
District

Address for Notices:
DeSoto ISD
Attn: Superintendent
200 E. Belt Line Rd.
DeSoto, Texas 75115

APPROVED AS TO FORM BY

KIMBERLY GRUBB
ASSOCIATE UNIVERSITY ATTORNEY
UNIVERSITY OF TEXAS AT ARLINGTON