



# SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

## Agenda Item Summary

Meeting Date: November 20, 2019

Purpose:  Presentation/Report  Recognition  Discussion/ Possible Action

Closed/Executive Session  Work Session  Discussion Only  Consent

From: Cynthia Bills, Director of Strategic Planning and Innovation

Item Title: Approve Interlocal Agreement with The University of Texas at Austin Institute for Public Schools Initiatives for GEAR UP Grant.

### Description

South San Antonio ISD has been awarded approximately \$424,900 for the 2019-2020 year from The University of Texas at Austin Institute for Public Schools Initiatives through the GEAR UP Grant starting October 2019 and concluding September 2020. The GEAR UP grant has been awarded to six districts through The University of Texas at Austin Institute for Public Schools Initiatives. This grant will focus on increasing academic performance and preparation for postsecondary education, high school graduation rates, educational expectations and student and family knowledge of postsecondary education options. Current South San Antonio 7th and 8th graders are participating students. (Class of 2024 and 2025)

### Historical Data:

The University of Texas at Austin Institute for Public Schools Initiatives through the GEAR UP Grant started October 2018 and will conclude August 2025.

### Recommendation:

Approve Interlocal Agreement with The University of Texas at Austin Institute for Public Schools Initiatives for GEAR UP Grant as presented.

Select a Goal or Strategy: **Board Goal 1:** The percentage of graduates who will qualify for community college/university, military, or industry certification will increase annually 4.5 percentage point from 67.5% to 90% by 2022. (Graduating class of 2022)

Funding Budget Code and Amount: N/A CFO Approval

APPROVED BY:	SIGNATURE	DATE
Chief Officer:	_____	_____
Superintendent:	<u>Dr. Ego</u>	<u>11.12.19</u>



## INTERLOCAL COOPERATION CONTRACT

THE STATE OF TEXAS  
COUNTY OF TRAVIS

This Interlocal Cooperation Contract (this "Contract") is entered into by and between the Contracting Parties shown below pursuant to authority granted in and in compliance with the *Interlocal Cooperation Act, Chapter 791, Texas Government Code*.

### I. Contracting Parties

The Receiving Party: The University of Texas at Austin ("UT") an institution of higher education and agency of the State of Texas.

Institute for Public School Initiatives  
5316 Highway 290 West, Suite 510  
Austin, TX 78735  
Matt Orem [morem@ipsi.utexas.edu](mailto:morem@ipsi.utexas.edu)  
(512) 963-9473

The Performing Party: South San Antonio Independent School District  
5622 Ray Ellison  
San Antonio, TX 78242

### II. Statement of Services to be Performed

***This Interlocal Cooperation Contract is for Fiscal Year 2019-2020 (YEAR 2).***

The University of Texas at Austin (UT Austin) Gaining Early Awareness and Readiness for Undergraduate Programs (GEAR UP) 2018 Partnership led by UT Austin College of Education Institute for Public School Initiatives (IPSI) empowers, supports and guides middle and high school students to be academically proficient and college ready by graduation. **UT** is the fiscal agent and manager for **UT GEAR UP 2018** through the College of Education IPSI. **UT GEAR UP 2018 Partnership** grant is a seven-year college initiative that serves a 7<sup>th</sup> and 8<sup>th</sup> grade multi-cohort of students in Year Two and follows them through the end of high school and first year of college. **UT GEAR UP 2018** will also support and offer technical assistance and training to project staff, district and campus administrators, counselors, teachers, educator, partners and parents. **UT GEAR UP 2018** will accomplish this through: job-embedded training to administrators, teachers and educators, enrolling students in rigorous curricula, engaging them in supplemental college readiness activities, provide college admissions and financial aid awareness and advising to students and their families, counsel students through one-on-one and group sessions to help them identify colleges that will serve them well. All parties will assist cohort students to complete admissions and financial aid applications and work to enroll students successfully at the college or university of their choice.



The Receiving Party and The Performing Party agree to the following four main goals/aims during the project in addition to project specific-goals:

1. To increase the academic performance and preparation for postsecondary education of participating students;
2. To increase the rate of high school graduation and participation in postsecondary education of participating students; and
3. To increase educational expectations for participating students and increase student and family knowledge of postsecondary education options, preparation, and financing.
4. Meet all UT Austin GEAR UP 2018 goals and objectives enumerated in the GEAR UP application (**see Exhibit A – GEAR UP Goals and Objectives**) and make monthly progress on the targets set in the Annual Strategic Planning Report (ASPR).

The Performing Party therein agrees to the following during the project period:

#### **A. Student Services**

For the ***Fiscal Year 2019-2020***, the cohort is defined as the whole of the 7<sup>th</sup> and 8<sup>th</sup> grade class.

1. Provide unrestricted access to GEAR UP cohort students for providing grant services;
2. Provide year-round access to cohort students to offer academic and enrichment opportunities such as, before, during and after-school tutoring, homework assistance, mentoring (in-person & virtual) by teachers, tutors, partners, businesses and graduate students from local universities;
3. Offer and encourage to cohort students advanced and rigorous curricula such as Pre-AP, AP, IB, CTE, and Dual Credit courses year-round;
4. Provide cohort students (if needed or requested) opportunities for credit recovery, extended learning, and accelerated learning;
5. Allow UT Austin GEAR UP 2018 partners (i.e. Texas Instruments, Princeton Review, ACT, EGT Evaluators, etc.) access to cohort students, parents, administrators, teachers and educators to offer academic, enrichment, technology, STEM and other related GEAR UP activities and services;
6. Provide cohort teachers, educators, students and parents equipment, technology, and professional development for core content coursework including initiatives such as STEM, etc.;
7. Provide cohort students and parents with counseling/advising services in terms of academic, social, enrichment, financial, and college knowledge;
8. Allow cohort students off-campus opportunities to participate in educational and enrichment activities such as college and university tours, STEM or related industry camps, robotics completions, museums, National GEAR UP (NCCEP) conference, college student peer mentoring, job shadowing, work-experience, etc.;
9. Provide cohort students access to summer interventions such as bridge courses, summer educational and enrichment camps/programs for college knowledge and readiness activities;



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1. To increase the academic performance and preparation for postsecondary education of participating students;
2. To increase the rate of high school graduation and participation in postsecondary education of participating students; and
3. To increase educational expectations for participating students and increase student and family knowledge of postsecondary education options, preparation, and financing.
4. Meet all UT Austin GEAR UP 2018 goals and objectives enumerated in the GEAR UP application (see **Exhibit A – GEAR UP Goals and Objectives**) and make monthly progress on the targets set in the Annual Strategic Planning Report (ASPR).

The Performing Party therein agrees to the following during the project period:

#### **A. Student Services**

For the ***Fiscal Year 2019-2020***, the cohort is defined as the whole of the 7<sup>th</sup> and 8<sup>th</sup> grade class.

1. Provide unrestricted access to GEAR UP cohort students for providing grant services;
2. Provide year-round access to cohort students to offer academic and enrichment opportunities such as, before, during and after-school tutoring, homework assistance, mentoring (in-person & virtual) by teachers, tutors, partners, businesses and graduate students from local universities;
3. Offer and encourage to cohort students advanced and rigorous curricula such as Pre-AP, AP, IB, CTE, and Dual Credit courses year-round;
4. Provide cohort students (if needed or requested) opportunities for credit recovery, extended learning, and accelerated learning;
5. Allow UT Austin GEAR UP 2018 partners (i.e. Texas Instruments, Princeton Review, ACT, EGT Evaluators, etc.) access to cohort students, parents, administrators, teachers and educators to offer academic, enrichment, technology, STEM and other related GEAR UP activities and services;
6. Provide cohort teachers, educators, students and parents equipment, technology, and professional development for core content coursework including initiatives such as STEM, etc.;
7. Provide cohort students and parents with counseling/advising services in terms of academic, social, enrichment, financial, and college knowledge;
8. Allow cohort students off-campus opportunities to participate in educational and enrichment activities such as college and university tours, STEM or related industry camps, robotics completions, museums, National GEAR UP (NCCEP) conference, college student peer mentoring, job shadowing, work-experience, etc.;
9. Provide cohort students access to summer interventions such as bridge courses, summer educational and enrichment camps/programs for college knowledge and readiness activities;



10. Supply reasonable access to cohort student-level data, as enumerated in the **Data Use Agreement (see Exhibit B)** for the purposes of academic and social advising, grant reporting, and program evaluation. All the data collected falls within FERPA regulations and will be treated as completely confidential, except as may be required by law or regulation or under subpoena.
11. Provide access to cohort students GPA, transcripts and schedules, either electronically or in print, for the purposes support, guidance and advising; and
12. Provide assistance and allow cohort students, parents, administrators and educators to regularly engage and participate in surveys (GEAR UP, ACT Tessaera, 2Revolutions surveys, etc.), interviews, focus groups, classroom observations, etc.

### ***B. Parents and Guardian Services***

1. Provide cohort parents opportunities to participate in college knowledge, awareness, and readiness activities (in-person or virtual) workshops;
2. Provide cohort parents opportunities to participate in financial aid (FASFA) and financial literacy activities (in-person or virtual) workshops;
3. Provide opportunities to attend college tours, camps and National GEAR UP/NCCEP conferences;
4. Allow and encourage parents to engage and participate in GEAR UP sponsored activities; and including the **UT GEAR UP grant Advisory Council**; and
5. Provide assistance and allow parents of GEAR UP cohort students to regularly engage and participate in surveys (GEAR UP, etc.), interviews, focus groups, classroom observations, etc.

### ***C. Educators & Teacher Services***

1. Provide access to and opportunities for cohort core content teachers and educators (for cohort students and one grade level above) to participate in job-embedded professional development training (during traditional and non-traditional hours) in effective pedagogy, AP/IB course work, project- based learning, curriculum alignment, cooperative learning strategies, differentiated instruction, instructional scaffolding, classroom management and assessment tools aligned with STAAR;
2. Provide access to and opportunities for cohort core content teachers and educators (for cohort students and one grade level above) to participate in Technology-related Instruction for Math and Science teachers using TI-Nspires, high-yield instructional strategies and data-driven processes and use technology and assessment tools in instruction;
3. Provide access to and opportunities for cohort core content (ELA) teachers and educators (for cohort students and one grade level above), to Early College Curriculum training;
4. Provide access to and opportunities for cohort core content teachers and educators (for cohort students and one grade level above) to participate in summer internships, job-embedded capacity building training, etc.;
5. Provide job-embedded professional development training to district administration, school leadership and to senior-level educators with assistance from NCCEP;
6. Provide access to and opportunities for cohort core content teachers and educators (for cohort students and one grade level above) to attend conferences and training focusing on



- college search, requirements, career pathways, financial aid and scholarships with assistance from TACAC, NACAC, and partner universities;
7. With GEAR UP funding, encourage, promote and allow high-level (selected Teachers) to obtain Master's degree and to be certified to teach dual credit and/or dual enrollment courses; and
  8. Provide assistance and allow cohort students, parents, administrators and educators to regularly engage and participate in program-related surveys (GEAR UP, ACT Tesseract, EGT, etc.), interviews, focus groups, classroom observations, etc.

#### ***D. School-based Coordinator(s) Support***

1. With GEAR UP funding hire full-time GEAR UP School-based Site Coordinator(s) for developing, managing, and reporting GEAR UP activities under advisement from UT Austin IPSI for an average of 40 hours per week on a **12-month term**;
2. Designate the Principal of the middle/high school to serve as a supervisor and grant liaison to GEAR UP School-based Site Coordinator(s)' and as primary resource and advocate within school, facilitating the School-based Site Coordinator(s) integration into the school culture and climate while providing the appropriate advice and counseling;
3. Ensure the GEAR UP School-based Site Coordinator(s) has a direct reporting channel to the GEAR UP Project Director at UT Austin IPSI in addition to reporting at the school-level;
4. Designate the Principal of the middle/high school in addition to any other relevant district or school staff to work closely with the GEAR UP Project Director to ensure that the relationship between the GEAR UP School-based Site Coordinator(s), district and the high school remains strong and that the GEAR UP School-based Site Coordinator(s) is effectively serving the cohort students while cognizant of all GEAR UP (10 GPRA) and Project Performance Measures;
5. Ensure GEAR UP School-based Site Coordinator(s) are not arbitrarily assigned duties unrelated to their GEAR UP daily work plan such as clerical or manual labor or expected to fill temporary voids in an agency's workload or assume ad hoc assignments (such as hall or cafeteria monitoring, supervising classrooms, monitoring testing, substitute teaching, etc.);
6. Allow GEAR UP School-based Site Coordinator(s) to access the school student information system in order to collect the required information and data needed for GEAR UP;
7. Provide GEAR UP School-based Site Coordinator(s) comprehensive school orientation, with introductions to key staff, teachers, and administrators;
8. Provide GEAR UP School-based Site Coordinator (s) working/meeting space with internet access, daily access to phone and voicemail, access to fax, photocopier, and printer when needed;
9. Allow GEAR UP School-based Site Coordinator(s) to participate in all UT Austin GEAR UP 2018 meetings, activities, data input days, trainings, etc. at UT Austin and/or designated site; and
10. In concert with IPSI, ensure GEAR UP School-based Site Coordinator(s) receive required training and utilize the designated data collection system for inputting all GEAR UP services.



### **E. Match Reporting Requirements**

1. Ensure that the match (cash or in-kind from non-federal resources) are met in accordance with the amount listed on the **Partner Identification Form (PIF) (see Exhibit C)**;
2. Ensure match is not collected from other federal resources and is not duplicated;
3. Maintain all documentation for in-kind match reported including but not restricted to time & effort and have supporting documentation for all services (sign-in sheets, invoices, agendas, total cost of service, etc.);
  - a. Time and Effort forms must be maintained for all individuals whose salary is paid in whole or in part with federal funds or is used to meet a match requirement
4. Ensure that payroll allocations cannot be based on budgeted distributions alone but by actual hours worked and must report the exact date, time and hours worked, and activities completed;
5. Ensure that the Time and Effort form must be authorized (either signed or electronically approved by payee and authorizing official from your district) and records are sufficient to establish an audit trail;
6. Retain all financial reports, supporting documents and all other pertinent records for a period of three years from the date of submission of the final expenditure report; and
7. Document everyone who received a service (student, teacher, parent/guardian) and obtain original signatures when feasible.

### **F. District Achievement Analysis**

Achievement will be tracked throughout the year and UT IPSI will complete a District Achievement Analysis form twice a year based on progress (see Exhibit D).

### **III. Contract Amount**

This is a *cost-reimbursable contract*.

Total compensation to The Performing Party shall not exceed **\$424,900 (Four Hundred Twenty-Four Thousand Nine Hundred Dollars)**.\*

\* The amount will be reduced accordingly if District fails to spend funds as mutually agreed. And the amendment will follow.

### **V. Payment of Services**

Receiving Party shall *reimburse* to Performing Party quarterly for services satisfactorily performed and approved under this Contract in accordance with the *Texas Prompt Payment Act, Chapter 2251, Texas Government Code*.

Payments made under this Contract will (1) fairly compensate Performing Party for the services performed under this Contract, and (2) be made from current revenues available to Receiving Party.



## **INVOICING:**

Receiving Party will remit payment to Performing Party for services satisfactorily performed under this Contract in accordance with the Texas Prompt Payment Act ("Act"), Chapter 2251, *Texas Government Code* **within thirty (30) days** after receipt and approval of invoice.

Invoices shall be submitted to address below:

**The University of Texas at Austin  
Institute for Public School Initiatives  
Attn: Kristyne Blackburn ([kblackburn@ipsi.utexas.edu](mailto:kblackburn@ipsi.utexas.edu))  
5316 Highway 290 West, Suite 510  
Austin, TX 78735**

## **VI. Warranties**

Receiving Party warrants that (1) the services are necessary and authorized for activities that are properly within its statutory functions and programs; (2) it has the authority to contract for the services under authority granted in Chapter 65.31, *Texas Education Code*, and Chapter 791, *Texas Government Code*; (3) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (4) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

Performing Party warrants that (1) it has authority to perform the services under authority granted in Section 65.31, *Texas Education Code* and Chapter 791, *Texas Government Code*; (2) it has all necessary power and has received all necessary approvals to execute and deliver this Contract; and (3) the representative signing this Contract on its behalf is authorized by its governing body to sign this Contract.

## **VII. Term of the Contract**

This Agreement is effective as of the later of *October 1, 2019*, or date fully executed by both parties ("Effective Date") and shall terminate on *September 30, 2020*.

## **VIII. Termination**

In the event of a material failure by a Contracting Party to perform its duties and obligations in accordance with the terms of this Contract, the other party may terminate this Contract upon thirty (30) days' advance written notice of termination setting forth the nature of the material failure; provided that, the material failure is through no fault of the terminating party. The termination will not be effective if the material failure is fully cured prior to the end of the 30-day period.



**Executed effective as of the Effective Date by the following duly authorized representatives of the Contracting Parties:**

**Performing Party**  
South San Antonio Independent School District

**Receiving Party**  
The University of Texas at Austin

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: Dolores Sendejo

Name: \_\_\_\_\_

Title: Interim Superintendent

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## Exhibit A - GEAR UP Goals and Objectives





INSTITUTE FOR PUBLIC SCHOOL INITIATIVES  
College of Education

5316 Hwy 290 West, Suite 510, Austin, Texas 78735 • 512-232-5684 • FAX 512-892-0465  
ipsi.utexas.edu • support@ipsi.utexas.edu

## Exhibit A

### **National GEAR UP Goals and Objectives**

**National GEAR UP Performance Measures:** The objectives of the GEAR UP Program are:

- (1) to increase the academic performance and preparation for postsecondary education of participating students;
- (2) to increase the rate of high school graduation and participation in postsecondary education of participating students; and
- (3) to increase educational expectations for participating students and increase student and family knowledge of postsecondary education options, preparation, and financing.

The effectiveness of this program depends on the rate at which program participants complete high school and enroll in and complete a postsecondary education. Under the *Government Performance and Results Act of 1993*, we developed the following performance measures to track progress toward achieving the program's goals:

1. The percentage of GEAR UP students who pass Pre-algebra by the end of 8th grade.
2. The percentage of GEAR UP students who pass Algebra 1 by the end of 9th grade.
3. The percentage of GEAR UP students who take two years of mathematics beyond Algebra 1 by the 12th grade.
4. The percentage of GEAR UP students who are on track for graduation at the end of each grade.
5. The percentage of GEAR UP students who are on track to apply for college as measured by completion of the SAT or ACT by the end of 11th grade.
6. The percentage of GEAR UP students who graduate from high school.

**Note:** For each GEAR UP project, the State's high school graduation rate is defined in the State's approved accountability plan under Part A of Title I of the Elementary and Secondary Education Act of 1965, as amended.

7. The percentage of GEAR UP students who complete the Free Application for Federal Student Aid.
8. The percentage of GEAR UP students and former GEAR UP students who are enrolled in college.
9. The percentage of GEAR UP students who place into college-level Math and English without need for remediation.
10. The percentage of current GEAR UP students and former GEAR UP students enrolled in college who are on track to graduate college.

In addition, to assess the efficiency of the program, we track the average cost in Federal funds, of achieving a successful outcome, where success is defined as enrollment in postsecondary education of GEAR UP students immediately after high school graduation. These performance measures constitute GEAR UP's indicators of the success of the program. Grant recipients must collect and report data on steps they have taken toward achieving these goals. Accordingly, we request that applicants include these performance measures in conceptualizing the design, implementation, and evaluation of their proposed projects.



## Goals and Objectives Specific to UT Austin GEAR UP 2018

### Objective 1: Increase the academic performance and preparation for postsecondary education of GEAR UP students.

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|---|
| 1.1 Increase by <b>8%</b> over the baseline of <b>62%</b> and <b>63%</b> the number of cohort (6 <sup>th</sup> – 12 <sup>th</sup> grade) <u>low-income, English Learners and students with disabilities</u> passing the state standard test in Math, and Reading, respectively. |
| 1.2 Increase by <b>15%</b> over baseline of <b>15.8% (676)</b> the number of cohort students (9 <sup>th</sup> – 12 <sup>th</sup> grade) who enroll in and receive credit from AP or Dual Enrollment courses (math, Reading, etc.) each year.                                    |
| 1.3 <b>75%</b> of students will complete Pre-Algebra by the end of 8 <sup>th</sup> grade and <b>80%</b> of students will complete Algebra I by the end of 9 <sup>th</sup> grade. <b>(GPRA 1, 2)</b>   |
| 1.4 <b>80%</b> of students will have completed two years of math beyond Algebra I by the 12 <sup>th</sup> grade. <b>(GPRA 3)</b>  |
| 1.5 <b>85%</b> of teachers receiving professional development in ELA, math and science strategies (pedagogy) will report improvement in teaching, as measured by self-assessment tools.   |

### Objective 2: Increase rate of high school graduation, awareness, and participation in postsecondary education for GEAR UP students through a school and college network.

- |  |
|--|
| 2.1 <b>94%</b> of students will be promoted to the next grade level each year to be on track to graduate on-time. <b>(GPRA 4)</b>                        |
| 2.2 <b>95%</b> of cohort students will complete the SAT or ACT by the end of 11 <sup>th</sup> grade to be on track to apply for college. <b>(GPRA 5)</b> |
| 2.3 <b>85%</b> of high school students will graduate on-time. <b>(GPRA 6)</b>  |

### Objective 3: Increase GEAR UP students' education expectations and students' and their families' knowledge of postsecondary education, options, preparation, and financing.

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|---|
| 3.1 <b>100%</b> of students will complete a <u>financial aid/FAFSA</u> application by the end of first semester of 12 <sup>th</sup> grade. <b>(GPRA 7)</b>  |
| 3.2 <b>80%</b> of GEAR UP (and former GEAR UP) students will enroll in postsecondary education. <b>(GPRA 8)</b>   |
| 3.3 <b>75%</b> of the students enrolled in postsecondary education will be placed in College-level Math and <b>78%</b> in English without need of remediation courses. *Baseline <b>54.5%</b> – Math and <b>53.5%</b> in English. <b>(GPRA 9)</b> |
| 3.4 Of the total GEAR UP (and former GEAR UP) students enrolled in postsecondary education, <b>75%</b> (Baseline <b>51%</b> ) will complete their first year, enroll into second year and be on track to graduate college. <b>(GPRA 10)</b>       |
| 3.5 Increase students' and parents' knowledge about postsecondary education, preparation, options, financing and application processes each year by <b>20%</b> and <b>15%</b> over baseline of <b>60%</b> and <b>60.5%</b> , respectively.        |

### Objective 4: Increase students'/parents' knowledge and skills, including STEM-Computer Science skills and prepare them to be informed, thoughtful, and productive citizens. \*Absolute Priority – Category 1 a,b; 2 a,b; and 4

- |   |
|---|
| 4.1 <b>55%</b> of students will earn recognized in-demand industry post-secondary credentials and increase work-based learning skills.      |
| 4.2 <b>75%</b> of students will master key prerequisites (e.g., Algebra I) and increase critical-thinking and problem solving skills.       |
| 4.3 <b>65%</b> of students will engage in STEM and Computer Science AP, dual-enrollment and high-quality online coursework and disciplines. |



**4.4** 95% of students and parents will increase knowledge and aptitudes in financial aid/literacy, economics, college financing and savings, student loans, FAFSA, college enrollment, college application processes, procedures and completion.

For continual improvement purposes, The University of Texas at Austin GEAR UP may require school districts to report on or meet activity-specific goals every quarter and/or every year. Examples of activity-specific goals may include but are not restricted to the following:

- number of students enrolled in advanced academic courses,
- number of students advised/counseled,
- number of students tutored,
- number of students mentored,
- number of students attending a college awareness/readiness workshop,
- number of students attending an in-person college tour,
- number of households participating in college awareness activities,
- others as specified.



**Exhibit B - Data Use Agreement**



**DATA USE AGREEMENT  
UTA18-001636**

This Data Use Agreement (the "DUA") is entered into between the Parties identified below. In consideration of the mutual covenants and premises contained herein, the parties hereby agree as follows:

The Terms and Conditions for Data Use Agreement attached hereto as Exhibit A are incorporated herein by reference in their entirety (the "Terms and Conditions"). Capitalized terms used in this DUA without definition shall have the meanings given to them in the Terms and Conditions. In addition to the signatures of each Party identified in Section 1, signature is also required from the Contact Person for The University of Texas at Austin.

<b>1. Parties (name, address for notice)</b>	
The University of Texas at Austin ("University") Attn: Contracts Coordinator Addr: The University of Texas at Austin Office of Sponsored Projects 3925 West Braker Lane Building 156 (WPR), Suite 3.11072 Austin, TX 78759 Phone: 512-471-6424 Email: <a href="mailto:OSP@austin.utexas.edu">OSP@austin.utexas.edu</a> [information for UT College responsible for LDS exchange]	South San Antonio Independent School District  Addr: South San Antonio ISD 5622 Ray Ellison Blvd San Antonio, TX 78242  Phone: (210) 977-7000 Email: <a href="mailto:amflores@southsanisd.net">amflores@southsanisd.net</a>
<b>2. Party's Contact Person (name, address for exchanging information)</b>	
For University – IPSI - Principal Investigator Name: John Matthew Orem Addr: 5316 Hwy 290 W Suite 510, Austin TX 78735 Phone: 512-963-9473 Email: <a href="mailto:morem@ipsi.utexas.edu">morem@ipsi.utexas.edu</a>	For :South San Antonio ISD Name: Cynthia Bills Addr: 5622 Ray Ellison Blvd. San Antonio, Texas 78242 Phone: 210-977-7000 Email: <a href="mailto:cbills@southsanisd.net">cbills@southsanisd.net</a>

<b>3. General Terms</b>	
<i>Purpose</i>	The Purpose of this DUA is to provide Recipient with access to a Limited Data Set ("LDS") concerning GEAR UP cohort student-level data for use by Recipient as described in Section 5, below, and Section 5 of Terms and Conditions.
<i>Effective Date</i>	<b>December 1, 2018</b>
<i>Agreement Term</i>	From the Effective Date for so long as Recipient retains the LDS, unless sooner terminated as set forth in this Agreement.

<b>4. Disclosing Party ("Covered Entity") Information</b>	
<i>Name of Covered Entity</i>	<i>Description of Limited Data Set provided by Covered Entity</i>



	See Appendix A
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<b>5. Receiving Party ("Recipient") Information</b>	
<i>Name of Recipient</i>	<i>Description of Recipient's Use of the LDS</i>
Institute for Public School Initiatives (IPSI), The University of Texas at Austin	See Appendix A

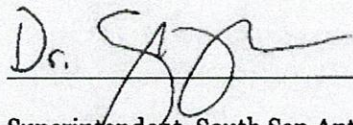
6. This Agreement may be signed in separate counterparts, and facsimile and electronic signatures will be accepted as originals.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Data Use Agreement.

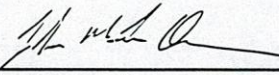
**The University of Texas at Austin,  
on behalf of its Institute for Public School  
Initiatives**

**South San Antonio Independent School  
District**

By   
Digitally signed by Mark Featherston  
Date: 2019.02.02 19:45:16 -06'00'  
 Name Mark Featherston  
 Title Assistant Director,  
Office of Sponsored Projects  
 Date 2/2/19

By   
 Name \_\_\_\_\_  
 Title Superintendent, South San Antonio  
Independent School District  
 Date 2/3/19

**Acknowledgement of IPSI Principal Investigator:**

By:  2/1/19  
 Name Mat Orem, Ph.D. Date \_\_\_\_\_



**Exhibit A  
TERMS AND CONDITIONS FOR  
DATA USE AGREEMENT**

These Terms and Conditions (“Terms and Conditions”) are attached to and incorporated into a Data Use Agreement (“DUA”). All Section number references in these Terms and Conditions shall be references to provisions in these Terms and Conditions unless explicitly stated otherwise.

**Background**

Covered Entity identified in the DUA own rights in such Party’s Limited Data Set (“LDS”). Covered Entity considers it desirable to make Party’s LDS available to Recipient for pursuing the Purpose identified in the DUA, subject to the terms and conditions hereof.

1. Definitions. Unless otherwise specified in this Agreement, all capitalized terms used in this Agreement not otherwise defined have the meaning established for purposes of the “HIPAA Regulations” codified at Title 45 parts 160 through 164 of the United States Code of Federal Regulations, as amended from time to time, and also construed to comply with FERPA, particularly the FERPA Studies Exception at all times.
2. Preparation of the LDS. Covered Entity shall prepare and furnish to Recipient a LDS in accord with the HIPAA Regulations or Covered Entity shall retain Recipient as a Researcher (pursuant to an appropriate and separate Agreement) and direct Recipient, as its Researcher, to prepare such LDS.
3. Minimum Necessary Data Fields in the LDS. In preparing the LDS, Covered Entity or Researcher shall include the data fields specified by the parties from time to time, which are the minimum necessary to accomplish the purposes set forth in Section 5 of this Agreement.
4. Responsibilities of Recipient. Recipient agrees any disclosure of LDS is made in the strictest confidence and to:
  - a) Use or disclose the LDS only as permitted by this Agreement, as required by law, or otherwise authorized in writing by Covered Entity and permit the Institute for Public School Initiatives (IPSI) within the University to access and use student record data collected from Covered Entity which contains Personally Identifiable Information, as defined in 34 CFR § 99.3 and is therefore subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 USC § 1232g (“Covered Entity LDS”), for the purpose of conducting a research study pursuant to 20 USC §1232g(b)(1)(F) and 34 CFR § 99.31(a)(6) (the “FERPA Studies Exception”);
  - b) Safeguard the LDS according to commercially reasonable administrative, physical and technical standards (e.g., National Institute of Standards and Technology, Center for Internet Security, Gramm-Leach Bliley Act) to prevent use or disclosure of the LDS other than as permitted by this Agreement or required by law, including all reasonable efforts to ensure the protection, confidentiality, and security of any LDS of Covered Entity in its possession, such efforts to be no less than the degree of care employed by Recipient to preserve and safeguard its own confidential information, but in no event less than a reasonable degree of care;



- c) Continually monitor its operations and take any action necessary to assure the LDS is safeguarded in accordance with the terms of this Agreement;
- d) Provide written notice to Covered Entity of any use or disclosure of the LDS of which it becomes aware that is not permitted by this Agreement or required by law, and shall notify Covered Entity within twenty-four (24) hours of any security incidents that result in unauthorized access to any FERPA data within 24 hours of the incident. For purposes of this Agreement a security incident includes any incident that indicates that the security or integrity of any LDS of Covered Entity in its possession has or may have been compromised in any way. Recipient will promptly provide all information requested by Covered Entity regarding the impermissible use or disclosure;
- e) Require any of its subcontractors or agents that receive or have access to the LDS to agree to the same restrictions and conditions on the use and/or disclosure of the LDS that apply to Recipient under this Agreement; and
- f) Not use the information in the LDS to identify or contact the individuals who are data subjects.
- g) Follow the terms of this Agreement *in addition to* any official policies and standards of University, or their functional equivalent. University policies and standards include, but are not limited to, the Information Resources Use and Security Policy<sup>1</sup>, the Acceptable Use Policy<sup>2</sup>, the Minimum Security Standards for Systems<sup>3</sup>, the Minimum Security Standards for Application Development and Administration<sup>4</sup>, the Data Classification Standard<sup>5</sup>, the Data Encryption Guidelines<sup>6</sup>, the Minimum Security Standards for Data Stewardship<sup>7</sup>, and Protecting Sensitive Research Data<sup>8</sup>. Any safeguards in this agreement complement University policy and provide specific guidance for research and business practices, but do not preclude Recipient from adhering to University policy.

In addition to any other termination rights set forth in this Agreement and any other rights at law or equity, if Covered Entity reasonably determines that the Recipient has breached any restrictions or obligations set forth in this section 4, Covered Entity may immediately cancel this, and any other, Agreement for item(s) or services(s) involving the LDS without notice or offer to cure.

#### 5. Permitted Uses and Disclosures of the LDS.

- a) Recipient may use and/or disclose the LDS for its Research and Public Health activities and the Health Care Operations of the Covered Entity, specifically including conducting a research Study entitled “UT Austin GEAR UP” (the “Study”). Recipient

<sup>1</sup> <http://www.utexas.edu/cio/policies/>

<sup>2</sup> <https://www.utexas.edu/cio/policies/aup/>

<sup>3</sup> <http://www.utexas.edu/its/policies/opsmanual/secstd.php>

<sup>4</sup> <http://www.utexas.edu/its/policies/opsmanual/appstd.php>

<sup>5</sup> <http://www.utexas.edu/its/policies/opsmanual/dataclassification.php>

<sup>6</sup> <http://www.utexas.edu/its/policies/opsmanual/encrypt-guide.php>

<sup>7</sup> <http://www.utexas.edu/its/policies/opsmanual/datastewardstd.php>

<sup>8</sup> <http://www.utexas.edu/its/policies/researchers/>



may use the LDS only in accordance with the purposes and procedures set forth in the Study protocol.

b) At the request of the Covered Entity, Recipient agrees to provide Covered entity a written summary of the procedures the Recipient uses to safeguard LDS.

#### 6. Term and Termination.

- a) Term. The term of this Agreement shall commence as of the Effective Date and shall continue for so long as Recipient retains the LDS, unless sooner terminated as set forth in this Agreement.
- b) Termination by Recipient. Recipient may terminate this Agreement at any time by notifying the Covered Entity and returning or destroying the LDS. However, the Parties may amend the Agreement to extend the time for secure destruction if needed, but in no event can the time exceed 30 days following the termination of the Agreement.
- c) Termination by Covered Entity. Covered Entity may terminate this agreement at any time by providing thirty (30) days prior written notice to Recipient.
- d) For Breach. Covered Entity shall provide written notice to Recipient within ten (10) days of any determination that Recipient has breached a material term of this Agreement. Covered Entity shall afford Recipient an opportunity to cure said alleged material breach upon mutually agreeable terms. Failure to agree on mutually agreeable terms for cure within thirty (30) days shall be grounds for the immediate termination of this Agreement by Covered Entity.
- e) Effect of Termination. Sections 4, 5, 6(e) and 7 of this Agreement shall survive any termination of this Agreement under subsections (6)c or (6)d.
- f) Disposition of LDS. Upon the first to occur of 1) Termination of this Agreement or 2) completion of the Purpose of this Agreement, Recipient shall return the LDS to Covered Entity and certify destruction of any portion of the LDS not returned. University shall securely destroy all LDS in any format in University's possession once the FERPA related LDS is no longer needed for the Study, which in no event shall exceed 30 days following the termination of the Agreement. For purposes of this Agreement, "Securely Destroyed" shall mean the records must be destroyed by using one of the methods described in Texas Business & Commerce Code § 521.052 for destroying "sensitive personal records".

#### 7. Miscellaneous.

- a) Change in Law. The parties agree to negotiate in good faith to amend this Agreement to comport with applicable amendments to FERPA, including the FERPA Studies Exception and as required to ensure that the parties remain in compliance with FERPA changes in federal law that materially alter either or both parties' obligations under this Agreement. Provided however, that if the parties are unable to agree to mutually acceptable amendment(s) by the compliance date of the change in



applicable law or regulations, either Party may terminate this Agreement as provided in section 6.

- b) Construction of Terms. The terms of this Agreement shall be construed to give effect to applicable federal interpretative guidance regarding the HIPAA Regulations.
- c) No Third Party Beneficiaries. Nothing in this Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- d) Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.
- e) Headings. The headings and other captions in this Agreement are for convenience and reference only and shall not be used in interpreting, construing, or enforcing any of the provisions of this Agreement.
- f) Other Provisions. The Agreement will be governed by the laws of the State of Texas, without regard to choice of law principles. No amendment to the Agreement will be effective unless in writing and signed by the Parties. Neither the Agreement nor the rights and obligations of the Parties hereunder may be sold, assigned or otherwise transferred. If any provision of the Agreement is held to be unenforceable, all other provisions will continue in full force and effect. The Agreement supersedes any and all prior understandings or previous agreements between the Parties, oral or written, relating to the subject matter herein and constitutes the sole and complete agreement between the Parties related to the subject matter hereof. Any delay by a Party to enforce any right under the Agreement shall not act as a waiver of that right, nor as a waiver of the Party's ability to later assert that right relative to any particular factual situation. The Parties acknowledge that nothing in the Agreement shall constitute a waiver of sovereign immunity by Parties that are state agencies.

**[End of Terms and Conditions]**



## APPENDIX A

**South San Antonio ISD** agrees to provide to The University of Texas at Austin student level demographic and academic achievement data and the UT Austin GEAR UP project (GEAR UP) service data for all students in all **South San Antonio ISD** high schools and middle schools identified in the GEAR UP project for the purpose of research on the project and discerning which services are strongly associated with desired student outcomes.

The following data will be provided within the terms of the DUA by:

1. 6-12 grade GEAR UP cohort student-level data including student name, local and Texas State Data System (TSDS) identification number, date of birth, grade level, gender, ethnicity, attendance/enrollment data, course enrollment, course grades and credits, scores on PSAT/SAT/ACT/TSI tests, and student special education, degree plan type, economically disadvantaged status, parents' status, and limited English proficiency.
2. Household-level data including parent(s) name, level of education (self-reported; optional), and income range (self-reported; optional),
3. Cohort core content teacher data including, grades taught, total years' experience, years in district, certifications, degrees earned, waivers, special permits, and any professional development activities undertaken as part of or match to GEAR UP.
4. GEAR UP program service data including types of services received and related contact hours for all services for GEAR UP cohort students, cohort parents, and educators,
5. GEAR UP survey, interviews, and focus group data for GEAR UP cohort students, cohort parents, and educators.
6. Names of the students awarded a college scholarship and the institution where the scholarship is being used.
7. Confirmation of National Student Clearinghouse (NSC) membership for percentage of students in prior cohorts attending college and access to graduating GEAR UP cohort seniors in Year 6 and 7 for submission to NSC to track post-high school graduation enrollment rates.
8. Grant expenditure and match data, including median salaries by position title for reporting fiscal performance during the grant period.



**South San Antonio ISD** will provide the data described above to the GEAR UP Principal Investigator (PI) and Project Director at UT Austin. This information will be provided by the ISD through the external evaluator's (EGT Institute) secure web-based data collection system and a secure server (UTBox) in an electronic file format, preferably Excel or CSV files, and will be protected by FERPA guidelines. The data shall be provided at consistent with scheduled dates established by GEAR UP administration. Upon receipt of the student information, the external evaluator with the PI and Project Director will use the data to complete research and statistical analysis examining within and between program variance, as well as the influence of college preparation, outreach, professional development, mentoring, and other GEAR UP related activities on student outcomes from 6<sup>th</sup> grade through the first year of college. The PI and Project Director will also use GEAR UP activity data for continual improvement and grant assistance purposes. UT Austin will share data with the external evaluator EGT Institute, Inc. for purposes of formative and summative program evaluation and completion of the required Annual Performance Report (APR) data submission.

The PI and Project Director assures that in all summative and outcome reports, electronic or otherwise, derived from information made available under this agreement, data shall be aggregated in such a way that no individual will be identified directly or by deduction. All participating districts will have access to aggregate reports to assess performance on grant-specified goals & objectives. Each district will be made available student-level data for their participating middle and high schools for purposes of improving progress on grant goals & objectives as part of continual improvement.



## Exhibit C - Partner Identification Form (PIF)



**Partner Identification Form and Cost Share Worksheet**  
Please complete one form for each partner (other than the Applicant Organization).

1. Institution/Organization South San Antonio Independent School District  
 Point of Contact: Name: Delinda Castro  
 Title: Chief Academic Officer Department: Division of Academics  
 Address: 5622 Ray Ellison Boulevard  
 City: San Antonio State: Texas Zip: 78242  
 Telephone: 210-977-7352 E-mail: dcastro@southsanisd.net Fax: \_\_\_\_\_

2. Type of Organization:

Are you a Local Educational Agency (LEA)?

Yes  No

Are you an Institution of Higher Education (IHE)?

Yes  No

Type of IHE:

Four-Year  Two-Year

Public  Private

College  University

HBCU  HSI  TCCU  NHSI  ANSI

Other types:

Business

Community-based organization

Professional association

Philanthropic Organization

State Agency

Other \_\_\_\_\_

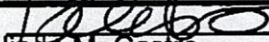
PR Award No. \_\_\_\_\_

3. Non-Federal Fund contribution provided by Partner

	YEAR 1	YEAR 2	YEAR 3	YEAR 4	YEAR 5	YEAR 6	YEAR 7	TOTAL
1. Salaries and Wages	\$510,000	\$510,000	\$510,000	\$510,000	\$510,000	\$510,000	\$510,000	\$3,570,000
2. Employee Benefits	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$130,000	\$910,000
3. Travel	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	\$210,000
4. Materials and Supplies	\$140,000	\$140,000	\$140,000	\$140,000	\$140,000	\$140,000	\$140,000	\$980,000
5. Consultants and Contracts	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$280,000
6. Other	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$40,000	\$280,000
<b>A. Total Direct Costs</b> <i>(Sum of lines 1-6)</i>	\$890,000	\$890,000	\$890,000	\$890,000	\$890,000	\$890,000	\$890,000	\$6,230,000
<b>B. Total Indirect Costs:</b> <i>(Cannot be greater than 8% of Total Direct Costs)</i>								
<b>C. Equipment</b>								
<b>D. Scholarships/Tuition Assistance</b>								
<b>E. TOTAL COMMITMENT</b> <i>(Lines A + B+ C+D)</i>	\$890,000	\$890,000	\$890,000	\$890,000	\$890,000	\$890,000	\$890,000	\$6,230,000

Please summarize the partner's specific support and commitment to the project in this space.

South San Antonio ISD commits to this project by providing personnel (counselors, principals, curriculum personnel) time; facility space for college prep, supervision, of volunteers and social work interns, access and readiness programs and services, weekend tutorials, summer programs, computer labs, utilities, and travel to college and career events.

SIGNATURE OF AUTHORIZING OFFICIAL:   
 NAME OF AUTHORIZING OFFICIAL: Delinda M. Castro  
 TITLE OF AUTHORIZING OFFICIAL: Chief Academic Officer



## Exhibit D – GEAR UP District Achievement Analysis



# Exhibit D GEAR UP District Achievement Analysis

## DISTRICT INFORMATION

District Name:	Date:
Interlocal Cooperation Contract (ILC) #:	Achievement Level Assigned:
GEAR UP Administrator:	

## PERFORMANCE GOALS AND OBJECTIVES

Criteria	High Level of Achievement	Low Level of Achievement	Weight	Achievement Index 0=Low 1=Med 2=High	Weighted Score (Weight X Achievement Rating)
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### Workplan

Student Services Activities	Completed as outlined in approved workplan	Not completed	5		
Professional Development Activities	Completed as outlined in approved workplan	Not completed	3		
Parent Engagement, Summer Programs, Outreach, Advisory Council Activities	Completed as outlined in approved workplan	Not completed	4		
Activity completion timeline	Few or no deviations from proposed activity timeline	Regularly deviating from proposed activity timeline	3		

Completed by: \_\_\_\_\_

Date: \_\_\_\_\_

### Expenditures & Match

Timeliness of invoice submission	By the 15 <sup>th</sup> of every month	15+ days late	3		
Invoice Adjustments/Rate of Response	Minor or no adjustments	Invoices have unallowable items and missing documentation	4		
Expenditures are part of approved budget	Approval or preapproval received	No approval or preapproval for expenditures	5		
Rate of Spending and Match	Average of 25% spending/match each quarter	Substantially higher/lower than 25% each quarter	2		

Completed by: \_\_\_\_\_

Date: \_\_\_\_\_

### Data

Monthly Data Entry	Completed by the assigned due date	15+ days late	4		
Annual surveys at a minimum of 80% students and 50% parents	Complete by May 31	30+ days late	3		
APR requirements in Youth Connection	Complete by Feb 25	Not complete by Apr 1	4		

Completed by: \_\_\_\_\_

Date: \_\_\_\_\_

### Total Achievement Score

## ACHIEVEMENT LEVEL ASSIGNMENT & ACTIONS

High (>60)	Medium (36-59)	Low (15-35)	Very Low (0-14)
No action necessary As appropriate	As appropriate: <ul style="list-style-type: none"> <li>Contact the principal</li> <li>Contact the superintendent</li> </ul>	As appropriate: <ul style="list-style-type: none"> <li>Contact the superintendent</li> <li>Discuss the possibility of different key personnel</li> </ul>	Discuss possibility of lowering or terminating contract