

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

**SECOND AMENDMENT TO AGREEMENT
BETWEEN
DALLAS COLLEGE
AND
DALLAS INDEPENDENT SCHOOL DISTRICT RELATING TO
TRINIDAD GARZA EARLY COLLEGE HIGH SCHOOL**

This Second Amendment is made and entered into by and between the Dallas College ("Dallas College" or "College") and Dallas Independent School District (the "Dallas ISD"), a Texas public education system, on behalf of Trinidad Garza Early College High School. The College and the Dallas ISD may hereafter be individually referred to as "Party" and collectively as "Parties."

WHEREAS, the College and the ISD entered into that certain agreement entitled, Agreement Between Dallas College and Trinidad Garza Early College High School ("Agreement") dated effective on September 23, 2020;

WHEREAS, the Parties now wish to amend the Agreement to exercise their option to renew the Agreement for the Second Renewal Term.

NOW, THEREFORE, for good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- A. **Exercise of Option to Renew:** in accordance with Section 2 of the Agreement, the Parties hereby exercise their option to renew this Agreement for the Second Renewal Term. This Second Renewal Term will begin on September 8, 2022 and end on September 7, 2023.
- B. The Parties agree that this Second Amendment shall be considered a part of the Agreement referred to above and incorporated by reference for all purposes.
- C. Except as provided in this Second Amendment, all terms used in this Second Amendment that are not otherwise defined shall have the respective meanings ascribed to such terms in the Agreement.
- D. This Second Amendment shall be subject to any and all other provisions of the Agreement,

and, with the exception of the parts or provisions of the Agreement which have been modified by this Second Amendment, all other provisions of the Agreement shall remain in full force and effect and are not modified or amended by this Second Amendment.

E. Amendment to Section 5.11., Classroom and Office Facilities. Section 5.11. is hereby amended by adding subsection 3. The college reserves the right to assess a facility use fee only for years three and four of the agreement when through 12th graders are taking classes at College. Such facility use fee of \$50,000 shall be paid by Dallas ISD to College for classrooms and labs. This facility use fee will be detailed in a mutually agreeable, written amendment entered between the Parties as may be necessary if the College determines it necessary to assess such a facility fee.

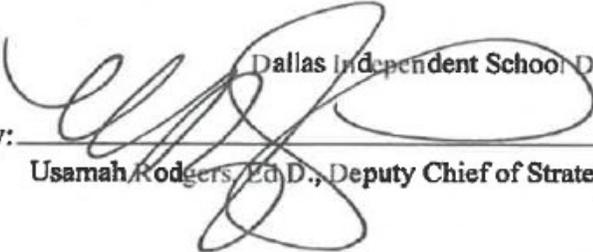
IN WITNESS WHEREOF, the undersigned parties have executed this Second Amendment on the dates indicated below.

Dallas College

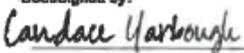
By:  Aug 9, 2022
Shawnda Floyd (Aug 9, 2022 11:28 CDT)

Shawnda N. Floyd, JD, Ed.D., Provost **Date**
Dallas College

Dallas Independent School District

By:  5/24/2022
Usamah Rodgers, Ed.D., Deputy Chief of Strategic Initiatives **Date**

Approved as to form for Dallas ISD:

DocuSigned by:
 5/26/2022
898E878A184C4EE...

Dallas ISD Legal Counsel **Date**

Campus Dual Credit Contact

Jose Dela Cruz

Dean, K-12 Partnerships

josedelacruz@dcccd.edu

Payment of Services:

1. For courses taught at a High School facility utilizing High School teachers who are qualified by the Dallas College using Southern Association of Colleges and Schools Commission on Colleges (SACSCOC) standards to teach college level courses, Dallas College shall pay as follows:
 - a. **A minimum class size of 15 students per section is required for Trinidad Garza ECHS to receive payment from the College. Compensation will be paid at \$1,000 per course. There is no pro-rating for classes with less than 15 students and no payment to the Trinidad Garza ECHS will be made for classes with less than 15 students. A typical credit course can vary from 1 to 5 credit hours depending upon the course requirements.**
 - b. Actual attendance is based on the census date for state reporting, which is the College's 12th class day for the full 16-week fall semester, full 16-week spring semester, and the full 10-week summer session. For an 8-week session, the census date and certification of attendance is based on the 6th class day for fall and spring sessions. For the 5-week summer session I and 5-week summer session II, the census date and certification of attendance is based on the 4th class day.
 - c. College will pay Trinidad Garza ECHS at the end of the semester(s) or academic year. The total compensation that College pays Trinidad Garza ECHS under this Agreement with College shall not exceed **\$50,000** for the Initial Term. Provided, further, that the total compensation paid by the college under the Initial Term and any Renewal Terms, if any, in the aggregate, shall not exceed the sum of **\$200,000-amount is based on initial year and 3 years of renewal.**
2. College's performance of its duties under this Agreement is specifically contingent upon receipt of adequate funding from the State of Texas and its funding sources.