



MEMORANDUM OF UNDERSTANDING for  
TRIO Upward Bound Grant Proposal  
BETWEEN

Whatcom Community College AND Ferndale High School

This **MEMORANDUM OF UNDERSTANDING** sets forth the terms of agreement for cooperation for the grant proposal to the U.S. Department of Education, Office of Postsecondary Education, known as **TRIO Upward Bound**, CFDA Number 84.047, among the following parties: **Whatcom Community College (WCC)**, hereinafter referred to as the "COLLEGE," and **Ferndale High School**, hereinafter referred to as the "HIGH SCHOOL," together hereinafter referred to as the "PARTIES."

**IT IS THE PURPOSE OF THIS MEMORANDUM OF UNDERSTANDING** to establish a cooperative relationship between the PARTIES and to set forth the relative responsibilities of the PARTIES.

**IT IS MUTUALLY AGREED THAT the PARTIES** will create a supportive environment toward addressing the following mandatory TRIO Upward Bound objectives that will apply to project participants:

1. Academic Performance--Grade Point Average (GPA)
2. Academic Performance on Standardized Test
3. Secondary School Retention and Graduation
4. Secondary School Graduation (rigorous secondary school program of study (e.g., AP))
5. Postsecondary Enrollment (at any college or university)
6. Postsecondary Completion (associate's or bachelor's degree)

**Responsibilities of the COLLEGE**

It is understood that the COLLEGE will be the recipient of grant funds and will have overall fiscal and administrative responsibility. Through the grant, and a commitment of in-kind resources such as campus facilities, the COLLEGE will fund the TRIO Upward Bound program. The goal of the TRIO Upward Bound program is to increase the rate at which students complete high school and enroll in and graduate from colleges or universities. The COLLEGE will partner with local high schools, including Ferndale (the HIGH SCHOOL), to serve 60 students annually over five years (FY 2022-26). Students will receive instruction and tutoring in literature, composition, mathematics, laboratory sciences, and foreign languages after school, on Saturdays, and in the summer, including a six-week summer academic program for 9<sup>th</sup>-11<sup>th</sup> graders on the COLLEGE campus and a six-week summer bridge program for graduating 12<sup>th</sup> graders in which students will have the opportunity to earn two college credits at no cost. Transportation will be provided.

Partnership with the HIGH SCHOOL will be critical to the success of the program. In particular, high school counselors will make time to meet with and assist project staff to help refer students, discuss student academic progress, provide relevant student records, and provide joint student interventions when necessary. In addition, TRIO Upward Bound program staff will collaborate with parents to foster student

success and encourage communication. The COLLEGE will also encourage dual enrollment opportunities for project participants.

The TRIO Upward Bound program will target students who are between the ages of 13 and 19. Two-thirds of the participants 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. In addition to providing instruction to help students prepare for postsecondary education, the program will provide information on the full range of federal student financial aid programs, as well as guidance and assistance on secondary school reentry and alternative education programs.

The COLLEGE pledges the following commitments to the TRIO Upward Bound program: campus facilities (including classroom space for instruction, meeting rooms, computer labs, the library, etc), as well as internet access, office space for the TRIO Upward Bound program, program staff (including a project director, advisor, tutors, and instructors), and secured storage for program and student records. In addition, the COLLEGE will provide transportation for students to participate in college visits, cultural activities, and staff travel; provide staff training; and develop program brochures.

### **Responsibilities of the HIGH SCHOOL**

Although the grant does not provide funds to partnering high schools, it provides a program shown to be successful across the country in preparing low-income and first generation students for college. The grant will help 60 students achieve college readiness and success.

The HIGH SCHOOL is expected to provide reasonable office space for TRIO Upward Bound staff when they visit and access to classrooms, auditoriums, computer labs, libraries, recreational areas, career/advising centers for workshops, meetings, and student/parent enrichment activities. When needed, TRIO Upward Bound staff will have access to student records (e.g., transcripts), assessments, and evaluations as well as use of telephones, copiers, and fax machines. The HIGH SCHOOL will provide student referrals and assist with publicizing the program.

### **PERIOD OF PERFORMANCE**

The MEMORANDUM OF UNDERSTANDING will commence upon grant award and start of the TRIO Upward Bound project and shall remain in full force until the end of the grant reporting period (FY 2022-26) or is canceled by the PARTIES in accordance with the terms set forth herein.

### **RIGHTS IN DATA**

Data, records, and other documents, in any medium, furnished by one party of this MEMORANDUM OF UNDERSTANDING to the other party, will remain the property of the furnishing party, unless otherwise agreed. This shall include, but is not be limited to, student records, transcripts, reports, documents, brochures, and surveys. Ownership includes the right to copyright, patent, register, and the ability to transfer these rights. The receiving party will not disclose or make available this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

### **AGREEMENT ALTERATIONS AND AMENDMENTS**

This MEMORANDUM OF UNDERSTANDING may be amended by mutual agreement of the PARTIES. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the PARTIES.

**TERMINATION**

Either party may terminate this MEMORANDUM OF UNDERSTANDING upon 60 days' prior written notification to the other party.

**GOVERNANCE**

This AGREEMENT is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this MEMORANDUM OF UNDERSTANDING shall be construed to conform to those laws.

**INDEMNIFICATION**

Each party to this MEMORANDUM OF UNDERSTANDING shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No party assumes any responsibility to any other party for the consequences of any act or omission of any third party. Each party will hold harmless and defend all other parties to this MEMORANDUM OF UNDERSTANDING from any and all claims for damages, including costs and attorney's fees resulting in whole or in part from the party or its agent's activities under this MEMORANDUM OF UNDERSTANDING.

**ALL WRITINGS CONTAINED HEREIN**

This AGREEMENT contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this MEMORANDUM OF UNDERSTANDING shall be deemed to exist or to bind any of the parties hereto.

**APPROVED**

The undersigned PARTIES bind themselves to the faithful performance of this MEMORANDUM OF UNDERSTANDING. It is mutually understood that this MEMORANDUM OF UNDERSTANDING shall not become effective until executed by both PARTIES involved.

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Kathi Hiyane-Brown, Ed.D

President  
Whatcom Community College

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Date

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Faye Britt

Executive Director of Teaching and Learning  
Ferndale School District

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Date

