



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: October 21, 2020

Purpose:  Presentation/Report  Recognition  Discussion/ Possible Action

Closed/Executive Session  Work Session  Discussion Only  Consent

From: Bobbye Hylton, Director of Strategic Planning and Innovation

Item Title: Approve Letter of Agreement Between Texas A&M Engineering Experiment Station (TEES) and South San Antonio ISD

Description

This agreement will be entered between Texas A&M Engineering Experiment Station (TEES), an agency of the State of Texas and a member of The Texas A&M University System, through its Nuclear Power Institute (NPI) and South San Antonio ISD for expansion and implementation of nuclear workforce development programs administered by TEES through the Workforce Industry Training (WIT) program. This program is for high school students who have an interest in expanding their knowledge and understanding and/or careers in science, technology, engineering and mathematics. More specifically, the program is designed for mentoring and encouragement to prepare students for STEM-rich programs at universities, two year technical colleges, and technical certificate programs. By participating in WIT, students gain exposure to higher education and career opportunities while building the confidence to consider further STEM education. The maximum total amount to be paid to South San Antonio ISD will be \$16,000.

Historical Data:

This is the second year for the partnership with Texas A&M Engineering Experiment Station (TEES).

Recommendation:

Approve Letter of Agreement Between Texas A&M Engineering Experiment Station (TEES) and South San Antonio ISD 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:



**TEXAS A&M ENGINEERING  
EXPERIMENT STATION**

**LETTER AGREEMENT BETWEEN**  
**TEXAS A&M ENGINEERING EXPERIMENT STATION**  
**AND SOUTH SAN ANTONIO ISD**

This agreement is entered into between Texas A&M Engineering Experiment Station (“TEES”), an agency of the State of Texas and a member of The Texas A&M University System, through its Nuclear Power Institute (NPI), and South San Antonio Independent School District School District (“SOUTH SAN ANTONIO ISD”), for expansion and implementation of nuclear workforce development programs administered by TEES through the Workforce Industry Training (WIT) program.

This program is for high school students who have interests in expanding their knowledge and understanding of careers in science, technology, engineering, and mathematics (STEM). More specifically, the program is designed to bring about awareness and encouragement preparing students for STEM-rich programs at universities, two-year technical colleges, and technical certificate programs. By participating in WIT, students gain exposure to higher education and career opportunities while building the confidence to consider further STEM education. While the founding emphasis is based in nuclear energy and technology applications, the program is broadly open to all aspects of STEM applications. The WIT program engages students through local educators within participating schools in the State of Texas.

**RECITALS**

- A. TEES is a public research institution in a higher education system located in College Station, Texas;
- B. SOUTH SAN ANTONIO ISD is an independent school district in the State of Texas of which SOUTH SAN ANTONIO High School is a part;
- C. TEES has received General Appropriation funding for NPI, during the 86<sup>th</sup> Legislative Session of the State of Texas, to be used for expansion of nuclear workforce development programs in Texas public high schools (hereinafter “the Program”); and
- D. SOUTH SAN ANTONIO ISD is willing to establish such a program to implement and further the goals of the Program in accordance with the terms and conditions specified herein.

**1. STATEMENT OF SERVICES TO BE PERFORMED:**

The Program administered by the TEES Nuclear Power Institute focuses on providing members with the tools necessary to further their educational and professional opportunities in science, technology, engineering and mathematics (STEM) fields with a focus on nuclear energy.

The participating school district, through the above-named high school, will create a Workforce Industry Training (WIT) program plan, induct members, and implement program activities that meet the Program objectives of assisting members in understanding the importance of continuing in courses in science and mathematics and the value of a STEM background for high careers. The school will provide the program plan for WIT activities and the list of inducted members with completed application and all required supporting documentation (as outlined in Appendix A) as proof of completion to NPI.

**2. TERM OF AGREEMENT:**

This Agreement is to begin on September 1, 2020 and shall terminate on June 30, 2021, unless extended in writing by the parties.

### **3. PROGRAM SUPPORT AMOUNT:**

The maximum total amount to be paid under this Agreement shall be Five Thousand Dollars and Zero Cents (\$5,000.00 USD). Both parties, prior to incurring the same, shall agree upon any changes to the above amount in writing. SOUTH SAN ANTONIO ISD will receive an initial payment equal to 90% of the total agreement amount (\$4,500.00) after SOUTH SAN ANTONIO ISD submits an invoice for that amount to NPI following execution of this Agreement along with the required Program Plan, current Bylaws, and member list with supporting membership documentation described in Section 1 above and outlined in Appendix A, attached hereto. The remaining 10% (\$500.00) will be received after SOUTH SAN ANTONIO ISD submits an invoice for that amount to NPI along with the required reporting as outlined in Appendix A.

#### **E-mail Invoice Submissions:**

Rebecca A. Hernandez, CRA  
npisinvoicing@tamu.edu  
TEES Nuclear Power Institute  
1095 Nuclear Science Road  
College Station, TX 77843

Allowable costs incurred under this Agreement shall include only expenditures that follow the State of Texas Purchasing Policies and Procedures Guide (e.g., out-of-state travel, promotional/recruiting items and food items are not allowable costs under these guidelines). SOUTH SAN ANTONIO ISD understands and agrees that it shall be liable to TEES for any costs disallowed pursuant to financial and compliance audit(s) of Agreement funds. SOUTH SAN ANTONIO ISD further understands and agrees that reimbursement to TEES of such disallowed costs shall be paid by SOUTH SAN ANTONIO ISD from funds that were not provided or otherwise made available to SOUTH SAN ANTONIO ISD pursuant to this Agreement or other ineligible State funds.

### **4. ADDITIONAL PROVISIONS:**

- A. This document constitutes the sole agreement of the parties and supersedes any other oral or written understandings or agreements.
- B. This agreement may not be amended or otherwise altered except upon the written agreement of both parties.
- C. This agreement is not assignable without the express written agreement of both parties.
- D. For agreements between TEES and an entity recognized as a legal corporation, SOUTH SAN ANTONIO ISD certifies that, upon the effective date of the agreement, it is not delinquent in payment of State of Texas corporate franchise taxes. SOUTH SAN ANTONIO ISD agrees that any false statement with respect to franchise tax status shall be a material breach hereof, and TEES shall be entitled to terminate this agreement upon written notice thereof to SOUTH SAN ANTONIO ISD.
- E. Either the SOUTH SAN ANTONIO ISD or TEES may terminate this Agreement anytime by notifying the other party in writing thirty (30) days prior to the termination of services. In the event of early termination and therefore non-completion of the Program, TEES shall not be responsible for payment of any portion of the member support costs to SOUTH SAN ANTONIO ISD incurred after the date of termination. Additionally, should early termination occur and/or the required number of student participants not be met by SOUTH SAN ANTONIO ISD for the duration of the program (i.e., students should drop out), SOUTH SAN ANTONIO ISD understands and agrees that it may be required to return the entire portion or a prorated portion of the per-participant cost to TEES depending on the length of time the participant was active in the program.
- F. To the extent allowed by Texas law, SOUTH SAN ANTONIO ISD agrees to indemnify and hold harmless TEES and The Texas A&M University System from any claim, damage, liability, injury, expense, or loss arising out of SOUTH SAN ANTONIO ISD's or SOUTH SAN ANTONIO High School's participation and performance under this Agreement.

- G. This Agreement shall be construed under the laws of the State of Texas and venue in any action brought hereunder shall be Brazos County, Texas.
- H. Any written notice required by this Agreement shall be mailed by first class mail to the addresses listed below:

**TEES**

Texas A&M Engineering Experiment Station  
 TEES Contracts Office  
 7607 Eastmark Dr.  
 College Station, Texas 77843  
[innovationsandcontracts@tees.tamus.edu](mailto:innovationsandcontracts@tees.tamus.edu)

**SOUTH SAN ANTONIO ISD**

South San Antonio Independent School District  
 Administration Office  
 1450 Gillette Blvd  
 San Antonio, Texas 78224

South San Antonio High School  
 7535 Barlite Blvd  
 South San Antonio, TX 78224

- I. If any part of this Agreement is determined by any court or tribunal of competent jurisdiction to be wholly or partially unenforceable for any reason, such unenforceability shall not affect the balance of this agreement.
- J. The parties and their respective personnel are and shall be independent contractors and neither party by virtue of this agreement shall have any right, power or authority to act or create any obligation, express or implied, on behalf of the other party. This agreement creates no relationship or joint venture, partnership, limited partnership, agency, or employer-employee relationship between the parties, and the parties acknowledge that no other facts or relations exist that would create any such relationship between them. It is understood that during the performance of this Agreement SOUTH SAN ANTONIO ISD and SOUTH SAN ANTONIO School program faculty, staff and program members will not be eligible for benefits or any additional consideration from TEES.
- K. By signing this Agreement, SOUTH SAN ANTONIO ISD represents and warrants that both the District and its participating High School are in good standing with the State of Texas, the Texas Education Agency, and any other cognizant oversight agency.

**Texas A&M Engineering Experiment Station**

**South San Antonio Independent School District**

\_\_\_\_\_  
 Marcie Avery  
 TEES Contracting Officer

\_\_\_\_\_  
 Dr. Marc Puig  
 Superintendent

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

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

## APPENDIX A

### PARTICIPATING WIT SCHOOL RESPONSIBILITIES

**Term of agreement:** September 1, 2020 – June 30, 2021

**Payment Schedule:** Each WIT School will receive a \$5,000 stipend for the program.

#### 2019-2020 WIT School Responsibilities

<b>Deliverables</b>	<b>Due Date</b>	<b>Support Information</b>
<ul style="list-style-type: none"><li>• Submit a program plan (activity calendar: 3 trips (may be virtual) and 1 ATOM activity).</li><li>• Minimum of 50 members required</li><li>• Submit invoice requesting 90% of budget listing all current members</li></ul>	Oct. 31, 2020	90% of allowable funds will be sent to ISD once the corresponding deliverables are received
<ul style="list-style-type: none"><li>• Submit a report developed by a supervising administrator evaluating the WIT program (student experiences, outcome, knowledge, performance, achievement and behavior)</li><li>• Submit invoice requesting remaining 10% of budget listing all current members</li></ul>	Mar. 31, 2021	10% of allowable funds will be sent to ISD once the corresponding deliverable is received.