

TEXAS A&M UNIVERSITY-KINGSVILLE  
College of Education & Human Performance  
Center for Educator Preparation Services

**AGREEMENT**

between

**TEXAS A&M UNIVERSITY-KINGSVILLE**

and

**Aransas Pass**

**Independent School District**

This agreement is between Texas A&M University-Kingsville, a member of The Texas A&M University System, an agency of the State of Texas and Aransas Pass Independent School District (ISD).

**ARTICLE I – Statement of Objectives**

The ISD shall assign mentor teachers employed in the ISD to Texas A&M University-Kingsville students admitted to the teacher preparation program (CEPS-Center for Educator Preparation Services) and enrolled in university classes. The assignments will be made collaboratively with personnel from the CEPS office and ISD individual campus personnel. The dates of specific assignments will be collaboratively determined each semester by such personnel.

ISD shall support the effort as set forth in the Statement of Objective and the Program Narrative, which is incorporated herein and attached hereto as Exhibit A.

**ARTICLE II – Period of Performance**

This agreement commences on August 1, 2024, and terminates on July 31, 2029, unless earlier terminated under this Article II or extended by written agreement of the parties.

Either party may terminate this agreement for convenience during any ISD school year with written notice given not less than 60 days before the end of that ISD school year, and effective no earlier than the end of that ISD school year.

Either party may terminate this agreement effective upon written notice to the other party if the other party materially breaches any term of this agreement and fails to cure such breach within 30 days after receiving written notice of the breach. If the breach is incurable, the non-breaching party may terminate this agreement effective immediately upon written notice to the breaching party.

**ARTICLE III – Compensation**

ISD shall be compensated on a reimbursable basis not to exceed \$200 per mentor teacher and \$400 per site coordinator. Fees paid to the ISD may be adjusted in accordance with State of Texas guidelines and subject to the Texas Prompt Payment Act.

Invoices should be submitted to:

Texas A&M University-Kingsville  
College of Education & Human Performance

Lydia Landin-Ortiz, Coordinator-Center for Educator Preparation Services  
1055 N. University Blvd, MSC 195  
Kingsville, TX 78363

#### ARTICLE IV – GOVERNING LAW

**Governing Law.** The validity of this Agreement and all matters pertaining to this Agreement, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas.

In conducting its activities under the agreement, neither party shall exclude or discriminate against any individual on the basis of race, color, sex, religion, national origin, age, disability, genetic information, veteran status, sexual orientation, or gender identity.

#### ARTICLE V – SEVERABILITY

**Severability.** In case any one or more of the provisions contained in this Agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the Agreement that are required by changes in federal or state law or regulations are automatically incorporated into the Agreement without written amendment hereto and shall become effective on the date designated by such law or by regulation.

#### ARTICLE VI – Force Majeure

**Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this Agreement for failure or delay in fulfilling or performing any obligation under this Agreement if and to the extent such failure or delay is caused by or results from causes beyond the affected Party's reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).

#### ARTICLE VII – Dispute Resolution

To the extent applicable, ISD shall use the dispute resolution process provided in Chapter 2260, Texas Government Code, and the related rules adopted by the Texas Attorney General to attempt to resolve any claim for breach of contract made by ISD that cannot be resolved in the ordinary course of business. ISD shall submit written notice of a claim of breach of contract under this chapter to Texas A&M University-Kingsville's Director of Procurement & General Services who will examine ISD's claim and any counterclaim and negotiate with ISD in an effort to resolve the claim

## ARTICLE VIII – General Provisions

**Notices.** Any notice required or permitted under this Agreement must be in writing, and shall be deemed given: (a) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (b) the next business day after it is sent by overnight carrier, (c) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (d) on the date of delivery if delivered personally. TAMUK and ISD can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

Contract Department:  
Office of Procurement Services  
700 University Blvd MSC 212  
Kingsville, TX 78363  
(361) 593-3814  
[contracts@tamuk.edu](mailto:contracts@tamuk.edu)  
Point of Contact: Catherine Montalvo

TAMUK-College of Education & Human Performance  
Lydia Landin-Ortiz, M.Ed.  
700 University Blvd MSC 195  
Kingsville, TX 78363  
(361) 593-4313  
[Lydia.landin@tamuk.edu](mailto:Lydia.landin@tamuk.edu)

Aransas Pass ISD  
Mr. Glenn Barnes, Superintendent of Schools  
748 W. Goodnight Ave.  
Aransas Pass, TX 78336  
361-758-4200  
[gbarnes@apisd.org](mailto:gbarnes@apisd.org)

**Conflict of Interest.** ISD and each person signing on behalf of ISD certifies that to the best of their knowledge and belief, no member of The Texas A&M University System or the A&M System Board of Regents, nor any employee or person whose salary is payable in whole or in part by the A&M System, has direct or indirect financial interest in the award of this agreement, or in the services to which this agreement relates, or in any of the profits, real or potential, thereof.

**Confidentiality.** Both parties agree that they shall be bound by and shall abide by all applicable Federal or State statutes or regulations pertaining to the confidentiality of student records or information, including volunteers. The parties shall not use or disclose any information about a recipient of the services provided under this agreement for any purpose connected with the parties' agreement responsibilities, except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian.

Both parties will respect the confidentiality of individuals who participate in the services. Information obtained while working with youth participants will remain confidential. No element of this

agreement will be construed to imply any form of financial obligation or liability or to confer on one party the capacity to represent or act as an agent of the other.

FERPA. For purposes of the Family Educational Rights and Privacy Act (FERPA), Texas A&M University-Kingsville hereby designates ISD as a school official with a legitimate educational interest in any education records (as defined in FERPA) to the extent ISD is required to create, access, receive, or maintain those records to fulfill its obligations under this Agreement. ISD shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or Texas A&M University-Kingsville in writing. ISD is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. ISD shall require any such subcontractors or agents to comply with the same restrictions and obligations imposed on ISD in this Section, including without limitation, the prohibition on redisclosure. ISD shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

Execution and Modification. This agreement is binding only when signed by both parties. Any modifications or amendments must be in writing and signed by both parties.

Independent Contractor Status. Notwithstanding any provision of this agreement to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this agreement.

Headings. Headings appear solely for the convenience of reference. Such headings are not part of this agreement and shall not be used to construe it.

Non-Waiver. ISD expressly acknowledges that Texas A&M University-Kingsville is an agency of the State of Texas and nothing in this agreement will be construed as a waiver or relinquishment by Texas A&M University-Kingsville of its rights to claim such exemptions, privileges, and immunities as may be provided by law.

The parties have caused this agreement to be executed as set forth below.

\_\_\_\_\_  
Signature  
Representative of Texas A&M University-  
Kingsville

\_\_\_\_\_  
Signature  
Representative of Independent School District

\_\_\_\_\_  
Type or Print Name  
Representative of Texas A&M University-  
Kingsville

\_\_\_\_\_  
Type or Print Name  
District Representative

\_\_\_\_\_  
Title, Representative of Texas A&M  
University-Kingsville

\_\_\_\_\_  
Title, Representative of School District

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Remit payment for coordinators/mentors to  
following address:

\_\_\_\_\_  
School District

\_\_\_\_\_  
District Address

\_\_\_\_\_  
City State  
Zip

\_\_\_\_\_  
Phone Fax

*For information contact:*

TEXAS A&M UNIVERSITY-KINGSVILLE  
College of Education& Human Performance  
Center for Educator Preparation Services  
MSC 195 – 1055 N. University Blvd.  
Kingsville, TX 78363-8202  
PHONE: 361-593-4051  
FAX: 361-593-2158  
EMAIL: lydia.landin@tamuk.edu

## **EXHIBIT A**

### **STATEMENT OF OBJECTIVE AND THE PROGRAM NARRATIVE**

#### **Mission Statement**

##### **Texas A&M University- Kingsville Mission Statement**

The mission of Texas A&M University-Kingsville is to enrich lives through education, discovery and service in South Texas and beyond.

##### **The College of Education and Human Performance**

The College of Education and Human Performance (CEHP) prepares professionals for positions of responsibility and leadership in a global society. Faculty and staff are dedicated to enabling students to attain high academic, professional, and ethical standards that promote student achievement and lifelong learning. The programs prepare students to be successful in their professional careers by integrating technology, valuing diversity, and promoting authentic applications of knowledge.

#### **Mission**

##### **Educator Preparation Program**

The mission of the Educator Preparation Program (EPP) is to re-imagine education and prepare tomorrow's teachers to become accomplished educators who can deliver world-class education for the children of Texas by providing cutting-edge, unique, and specialized educational experiences.

#### **Vision**

##### **Educator Preparation Program**

The EPP vision is to strive for excellence and become a nationally recognized Educational Preparation Program while preparing student teachers to adapt to a changing world environment.

#### **Program Goals and Objectives**

##### **Educator Preparation Program**

- To improve the quality, level and degree of student support
- To provide support and resources to student in Clinical Teaching / Field Experience for successful completion
- To create learning experiences for students that allow them to develop high levels of competence.
- To engage in continuous improvement in order to remain responsive to the changing educational and global world.