



SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

Agenda Item Summary

Meeting Date: April 17, 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 Cooperative Program Agreement between The University of Texas at San Antonio and South San Antonio ISD

Description:

TexPREP is a summer out-of-school time program that takes place on a college or university campus. In order to carry out and fulfill the terms of this Agreement, UTSA TexPREP will provide services for students from Partner Institution at TexPREP's sites in San Antonio and will follow the TexPREP curriculum. South San Antonio ISD shall provide financial support to UTSA based on number of students registered from Partner Institution prior to the start of UTSA TexPREP. Partner Institution agrees to pay \$500 per student not to exceed \$23,900.

Recommendation:

Approve Cooperative Program Agreement between The University of Texas at San Antonio and South San Antonio ISD as presented.

District Goal/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:

CFO Approval

199 High School Allotment not to exceed \$23,900

APPROVED BY:

SIGNATURE

DATE

Chief Officer:

*[Signature]*

4-1-19

Superintendent:

*[Signature]*

4/12/19

**COOPERATIVE PROGRAM AGREEMENT**  
**BETWEEN**  
**THE UNIVERSITY OF TEXAS AT SAN ANTONIO**  
**AND**  
**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

This Cooperative Program Agreement (hereinafter referred to as “Agreement”) is made and entered into by and between The University of Texas at San Antonio (UTSA), a state agency and institution of higher education organized under the laws and Constitution of the State of Texas, on behalf of its Texas Prefreshman Engineering Program (hereinafter referred to as “TexPREP”), and South San Antonio Independent School District (hereinafter referred to as “Partner Institution”). UTSA TexPREP and Partner Institution may be herein referred to singularly as a “Party” or collectively as the “Parties.”

**WHEREAS**, Partner Institution is a public school district in San Antonio committed to preparing students for careers in mathematics, science, and engineering; and

**WHEREAS**, as part of its community services programs, UTSA operates TexPREP, which is a program dedicated to providing students having demonstrated mathematical ability (through academic performance and teacher/counselor recommendations) with the academic and intellectual competencies to succeed in high school level college preparatory courses; and

**WHEREAS**, Parties are linked by common academic and cultural interests; and

**WHEREAS**, Parties wish to cooperate to promote and arrange for the provision of TexPREP services to Partner Institution students.

**THEREFORE**, UTSA and Partner Institution set forth the following articles of agreement.

**1. PURPOSE**

The purpose of this Agreement is to outline the details of cooperation for the provision of TexPREP services by UTSA to Partner Institution students. TexPREP’s goal is to identify high achieving middle and high school students with the interest and potential for careers in, science, technology, engineering, and mathematics (STEM) related areas and to support and prepare these students in the pursuit of STEM fields. The TexPREP curriculum emphasizes the application of mathematics and logic to diverse disciplines and stresses the development of abstract reasoning and problem solving skills through coursework, team projects, and class presentations.

**2. DETAILS OF COOPERATION**

TexPREP is a summer out-of-school time program that takes place on a college or university campus. In order to carry out and fulfill the terms of this Agreement, UTSA TexPREP will provide services for students from Partner Institution at TexPREP’s sites in San Antonio and will follow the TexPREP curriculum stated herein.

To support UTSA TexPREP’s efforts, Partner Institution agrees to pay UTSA according to Section 4 Funding.

Curriculum for TexPREP consists of interdisciplinary applied subject matter, with an emphasis on math-based logic and preparation for students to excel in high school and college. The Core Curriculum is referenced below and in accordance with the Texas Education Agency innovative course application.

<b>Year 1</b>	<b>Year 2</b>
Logic and its Application to Mathematics	Algebraic Structures
Introduction to Engineering	Introduction to Physics
<b>Year 3</b>	<b>Year 4</b>
Probability and Statistics	Introduction to Computer Science
Introduction to Technical Writing	Advanced Science and/or Engineering
<b>All Years</b>	
Topics in Problem Solving	
Research and Study	
Career Awareness Seminars	

### 3. TERM AND TERMINATION

- A. **Term.** This Agreement shall be effective as of June 1, 2019 and terminate on September 30, 2019.
- B. **Termination.** This Agreement may be terminated at any time by either Party with thirty (30) business day prior written notice. Termination may also be initiated by one of the Parties should the other party materially breach this Agreement to the point that performance by the other party is made impossible to achieve the purpose of this Agreement, and only after thirty (30) business day written notice with the opportunity to cure. If Party fails to cure the breach within said period, this Agreement shall immediately terminate.

### 4. FUNDING

- A. **Compensation.** Partner Institution shall provide financial support to UTSA based on number of students registered from Partner Institution prior to the start of UTSA TexPREP. Partner Institution agrees to pay \$500 per student.
- B. **Payment.** UTSA TexPREP will submit an invoice for payment to Partner Institution before the start of TexPREP, accompanied by a list of registered students from Partner Institution. Partner Institution will issue payment to UTSA within thirty (30) calendar days from the receipt of an invoice.

## 5. COMMUNICATION

The Parties agree to communicate as often as necessary in furtherance of the TexPREP. UTSA agrees to promptly inform Partner Institution of any changes in its personnel, operations, or policies that may affect TexPREP.

## 6. RELATIONSHIP OF THE PARTIES

For all purposes of this Agreement, and notwithstanding any provisions of this Agreement to the contrary, each Party is an independent contractor and is not an employee, partner, joint venture, or agent of the other. No Party hereto shall make any representations that it is an employee of the other.

## 7. CERTIFICATIONS AND REPRESENTATIONS

- A. Compliance with Laws and Policy. Each of the Parties certifies and represents that its conduct under this Agreement shall be in conformity with all applicable federal, state, and local laws, rules, regulations, and ordinances.
- B. Authority. Each of the Parties certifies and represents that this Agreement reflects its full and correct name, that it is fully authorized to enter into this Agreement, and that the person signing this document on its behalf is authorized to do so.
- C. Conflict of Interest. Each of the Parties certifies and represents that it presently has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with its participation in TexPREP as provided hereunder. If a conflict of interest is identified subsequently, Partner Institution must promptly notify UTSA.

## 8. INDEMNIFICATION

To the extent authorized under the Constitution and laws of the State of Texas, each Party shall indemnify and hold the other harmless from liability resulting from their own negligent acts or omissions, or the negligent acts or omissions of the indemnifying Party's officers, agents, or employees; provided however, that no Party shall be required to indemnify or hold the other harmless from claims arising out of the negligence or willful malfeasance of the other Party, its officers, agents, or employees.

## 9. NOTICES

Any notices required under this Agreement shall be made in writing, to be delivered by hand or postage prepaid to the following addresses, and shall be deemed given upon hand delivery, or three days after deposit with a recognized courier company or as first-class mail.

<b>UTSA:</b>	<b>Partner Institution:</b>
The University of Texas at San Antonio	South San Antonio Independent School District

Attn.: Director, Contracts and Industry Agreements Office of Research Administration One UTSA Circle San Antonio, TX 78249	Attn.: Director of Strategic Planning and Innovation South San Antonio ISD 5622 Ray Ellison Blvd. San Antonio, TX 78242
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For day-to-day activities related to this Agreement, the contacts of each Party are:

<b>UTSA Contacts</b>	<b>Partner Institution Contacts</b>
<b>TexPREP Director</b>  Name: Dr. Krystal L. Peralez, Director, PREP Address: PREP, MNT 1.180 The University of Texas at San Antonio Downtown Campus 501 W. César E. Chávez Blvd. San Antonio, TX 78207-4415 Telephone: (210) 458-2072 Email: <a href="mailto:krystal.peralez@utsa.edu">krystal.peralez@utsa.edu</a>	<b>Administrative Contact</b>  Name: Cynthia Bills, Director of Strategic Planning and Innovation Address: 5622 Ray Ellison Blvd., San Antonio, Texas 78242  Telephone: 210-977-7000 Email: <a href="mailto:cbills@southsanisd.net">cbills@southsanisd.net</a>
<b>Administrative Contact</b>  Name: Ryan Culbertson, Program Coordinator, TexPREP Address: PREP, MNT 1.180 The University of Texas at San Antonio Downtown Campus 501 W. César E. Chávez Blvd. San Antonio, TX 78207-4415 Telephone: (210) 458-2063 Email: <a href="mailto:ryan.culbertson@utsa.edu">ryan.culbertson@utsa.edu</a> <b>Authorized Officials</b>  Name: Dr. Michelle Stevenson, Associate VP of Research Administration Dr. Theresa Bailey, Director, RSC - DT Campus Address: The University of Texas at San Antonio One UTSA Circle San Antonio, TX 78249-1644 Telephone: (210) 458-4226 Email: <a href="mailto:theresa.bailey@utsa.edu">theresa.bailey@utsa.edu</a>	<b>Authorized Official</b>  Name: Dr. Alexandro Flores Superintendent of Schools South San Antonio ISD  Address: 5622 Ray Ellison Blvd. San Antonio, Texas 78242  Telephone: 210-977-7000 Email: <a href="mailto:amflores@southsanisd.net">amflores@southsanisd.net</a>

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## 10. ADDITIONAL PROVISIONS

- A. Governing Law and Venue. In any lawsuit or legal dispute arising from the operation of this Agreement, the Parties agree that the laws of the State of Texas shall govern and that venue shall be in Bexar County, Texas.
- B. Disputes. Regarding any dispute that may arise between them in relation to TexPREP, the Parties agree that they will attempt to reasonably resolve such dispute through their collective good faith efforts. This provision does not restrict the Parties' rights to seek resolution of such dispute using any other means available at law or in equity.
- C. UTSA TexPREP Use of Name and/or Logo. When promoting or advertising the UTSA TexPREP, Partner Institution agrees to follow the guidelines provided by UTSA for the use of the Prefreshman Engineering Program as outlined in the *Brand Identity Guide*, included as Attachment 1.
- D. Audit and Access to Records. UTSA shall give to Partner Institution, the Auditor of the State of Texas, the Auditor of the Texas Education Agency, or any other duly authorized representatives, access to and the right to examine, copy, or reproduce all reports, books, papers, documents, and any other record pertaining to this Agreement. UTSA agrees to maintain and provide a secure system for all records and supporting documentation and safeguard confidential data.
- E. FERPA. Parties agree to comply with all applicable provisions of the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. 1232g) and any other applicable confidentiality laws and regulations. However, the Parties do not anticipate the need to exchange information regulated by FERPA.
- F. Amendment. This Agreement may be amended only by a written instrument approved by signature of an authorized representative of each of the Parties.
- G. Assignment. No Party shall assign or transfer any interest in this Agreement without prior written approval of the other Party.
- H. Severability. If any provision of this Agreement shall be held by law to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- I. No Waiver of any Contractual Right. The failure of a Party to enforce any provision of this agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this agreement.

IN WITNESS WHEREOF, the Parties' authorized representatives have executed this Agreement by signature, to be effective for all purposes on the date first written above.

**SOUTH SAN ANTONIO INDEPENDENT SCHOOL DISTRICT**

**THE UNIVERSITY OF TEXAS AT SAN ANTONIO**

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

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

**Date** \_\_\_\_\_

**Date** \_\_\_\_\_

Name **Dr. Alejandro Flores**  
Title Superintendent of Schools

Michelle Stevenson, Ph.D., CCEP  
Associate Vice President for Research  
Administration

# Attachment 1

## Prefreshman Engineering Program and Texas Prefreshman Engineering Program Brand Identity Guide

**Boilerplate:** The Prefreshman Engineering Program (PREP) is an academically rigorous mathematics-based summer enrichment program conducted at college and university campuses across the Nation. PREP’s goal is to increase the number of competently prepared students, particularly females and minorities, who pursue postsecondary studies and careers in STEM. PREP prepares students for success in advanced studies and careers in STEM by immersing them in a challenging academic environment that emphasizes the development of abstract reasoning, problem solving skills, and exposure to careers through career awareness speakers and industry field trips.

The “central office” for all of TexPREP shall formally be referred to as the TexPREP Central Office, and is located at 501 W. Cesar E. Chavez Blvd., San Antonio, Texas 78207-4415, and is part of The University of Texas at San Antonio and under The Institution for P-20 Initiatives. PREP, TexPREP, and the respective logo of each are trademarks of The University of Texas at San Antonio.

**Formal and first reference** – Prefreshman Engineering Program  
**Second reference** – PREP

All programs are under the PREP umbrella, including the Texas Prefreshman Engineering Program. All Partnering Institutions in the state of Texas are formally referred to as the Texas Prefreshman Engineering Program; and listed as such with the Texas Education Agency (TEA) in regards to CTE credit and PIEMS codes.

**Formal and first reference** – Texas Prefreshman Engineering Program  
**Second reference** – TexPREP

The logo for PREP shall be known as the PREP Logo (figure 1). Any manipulation of or alteration to the PREP Logo is not permitted unless express written permission is given by the PREP Central Office.

The logo for TexPREP shall be known as the TexPREP Logo (figure 2). Any manipulation of or alteration to the TexPREP Logo is not permitted unless express written permission is given by the PREP Central Office. A Participating Institution within the state of Texas may name their site in reference to PREP or TexPREP, and may use either logo, as deemed necessary; but should be mindful of other sites in their area, TEA reference in regards to CTE credit and PIEMS codes, and beconsistent in all manners of publication.

Figure 1



Figure 2

